



*The mission of OCFEC is...*

**CELEBRATION OF ORANGE COUNTY'S  
COMMUNITIES, INTERESTS, AGRICULTURE AND HERITAGE**  
*(with results justifying resources expended)*

**NOTICE OF MEETING**

32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, March 24, 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

**32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association (714) 708-1500, at least five working days prior to the meeting to insure the proper arrangements can be made.

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

## AGENDA

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

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

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

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

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

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

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

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

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

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

### 7. **MINUTES:**

#### **A. Board Meeting held February 25, 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-017-16HB; SA-023-16HB; SA-026-16HB; SA-032-16HB; SA-033-16BB; SA-034-16BB; SA-035-16IO; SA-036-16HB; SA-037-16GE; SA-038-16HB; SA-044-16GE; SA-045-16AS; SA-049-16BB; SA-050-16BB; SA-054-16HB; SA-055-16AS; SA-056-16HB; SA-057-16HB; SA-058-16GE; SA-059-16GE; SA-051-16FT; SA-052-16IO; SA-053-16IO; SA-060-16IO; SA-061-16IO; SA-062-16IO; SA-063-16IO; SA-064-16IO; SA-065-16IO; SA-066-16IO; SA-067-16IO

- B. Amendments: SA-25-13CT AM # 2
- C. Interagency Agreements: NONE
- D. Letters of Understanding: NONE
- E. Rental Agreements: R-161-15; R-002-16; R-005-16; R-040-16; R-053-16; R-058-16; R-063-16; R-065-16; R-067-16; R-071-16; R-072-16; R-079-16; R-086-16; R-087-16; R-088-16; R-089-16; R-095-16; R-100-16; 16 IO-01; 16 IO-FE 02; 16 IO-FE 03; 16 IO-FE 04; 16 IO-FE 05; 16 IO-FE 06; 16 IO-FE 07; 16 IO-FE 08; 16 IO-FE 09; 16 IO-FE 10; 16 IO-FE 11; 16 IO-FE 12; 16 IO-FE 13; 16 IO-FE 14; 16 IO-FE 15; 16 IO-FE 16; 16 IO-FE 17; 16 IO-FE 18; 16 IO-FE 19; 16 IO-FE 20; 16 IO-FE 21; 16 IO-FE 22; 16 IO-FE 23; 16 IO-FE 24; 16 IO-FE 25; 16 IO-FE 26; 16 IO-FE 27; 16 IO-FE 28; 16 IO-FE 29; 16 IO-FE 30; 16 IO-FE 31; 16 IO-FE 32; 16 IO-FE 33; 16 IO-FE 34; 16 IO-FE 35; 16 IO-FE 36; 16 IO-FE 37; 16 IO-FE 38; 16 IO-FE 39; 16 IO-FE 40; 16 IO-FE 41; 16 IO-FE 42; 16 IO-FE 43; 16 IO-FE 44; 16 IO-FE 45; 16 IO-FE 46; 16 IO-FE 47; 16 IO-FE 48; 16 IO-FE 49; 16 IO-FE 50; 16 IO-FE 51; 16 IO-FE 52; 16 IO-FE 53; 16 IO-FE 54; 16 IO-FE 55; 16 IO-FE 56; 16 IO-57; 16 IO-58; 16 IO-59; 16 IO-60; 16 IO-61; 16 IO-62; 16 IO-63; 16 IO-64; 16 IO-65; 16 IO-66; 16 IO-67; 16 IO-68; 16 IO-69; 16 IO-70; 16 IO-71; 16 IO-72; 16 IO-73; 16 IO-74; 16 IO-75; 16 IO-76; 16 IO-77; 16 IO-78; 16 IO-79; 16 IO-80
- F. Active Joint Powers Authority Agreements: NONE
- G. Correspondence  
Communications to the Board from the public in response to Board discussion or to comments made before the Board are to be listed on the meeting agenda and included in the Board materials as an item of public disclosure.
  - i. none.

*-End of Consent Calendar-*

## 9. GOVERNANCE PROCESS

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

#### Information Item

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

- i. Centennial Farm Foundation Board (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. The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting**  
Action Item
  
- C. Approval of Barbara Venezia for Heroes Hall Veterans Foundation Board Member**  
Action Item
  
- D. Legal Fees Paid to Date by Association for the Formation of Heroes Hall Veterans Foundation**  
Action Item
  
- E. 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: APRIL 28, 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. March 14, 2016



The following financial reports as of February 29, 2016 are enclosed for your reference.

#### Balance Sheet

There are no significant changes to the balance sheet.

#### Income Statement

Total year-to-date revenues of \$1,189,961 are favorable to budget by \$204,004 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$123K.

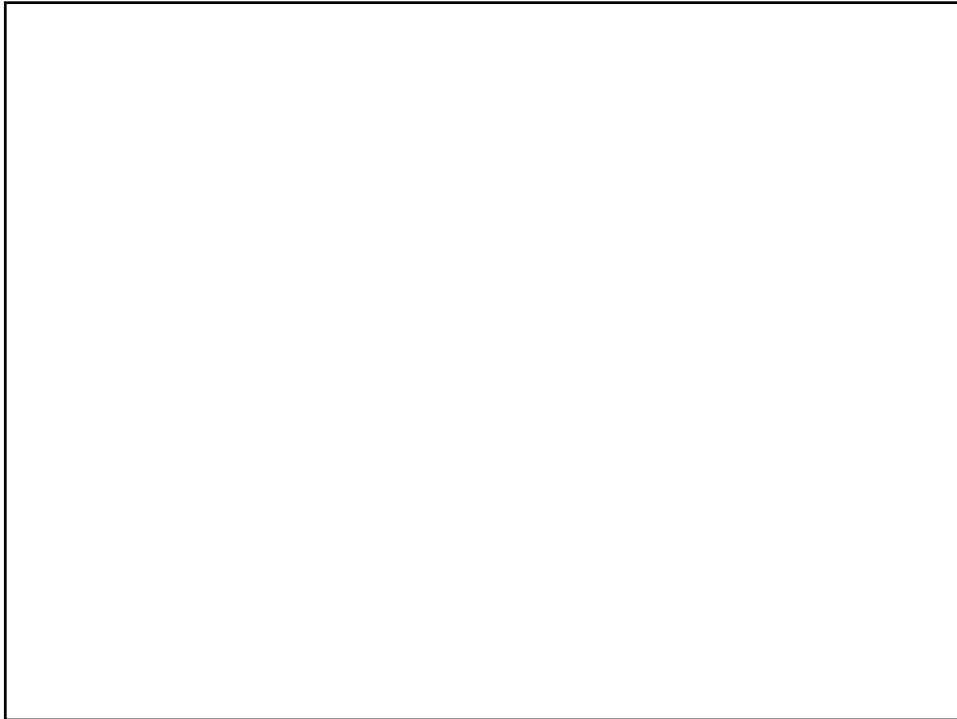
February 2016 year-to-date expenses exceed revenues by \$1,731,141, which is favorable to the budgeted net proceeds of (\$2,714,105) by \$982,965. Excluding Major Projects, for which the entire 2016 budget of \$681K was loaded in January, net proceeds year-to-date are favorable to budget by \$338,878.

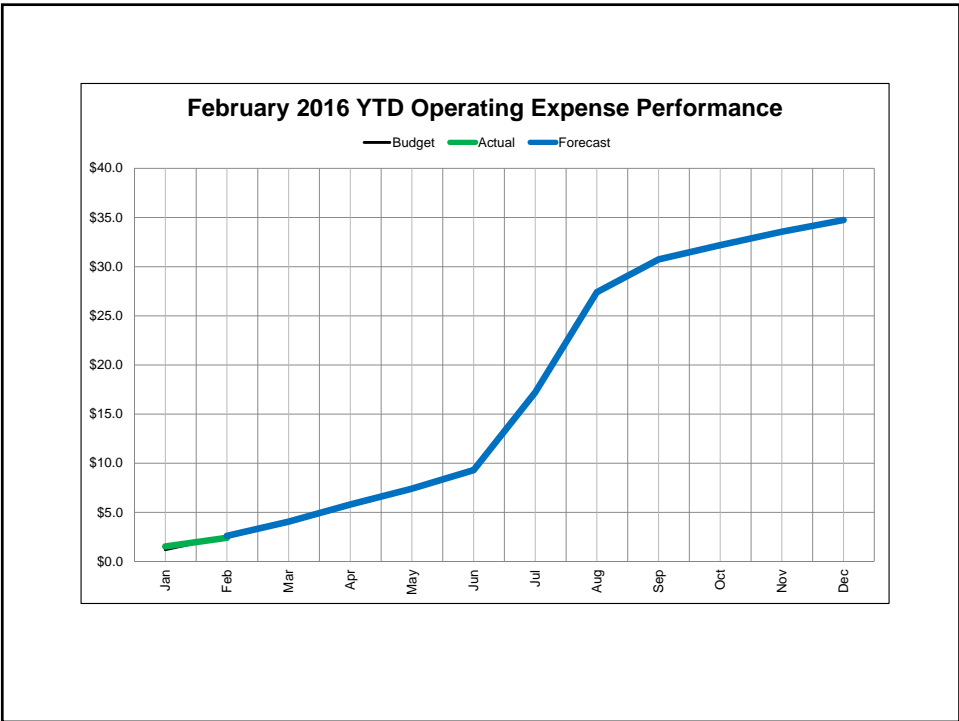
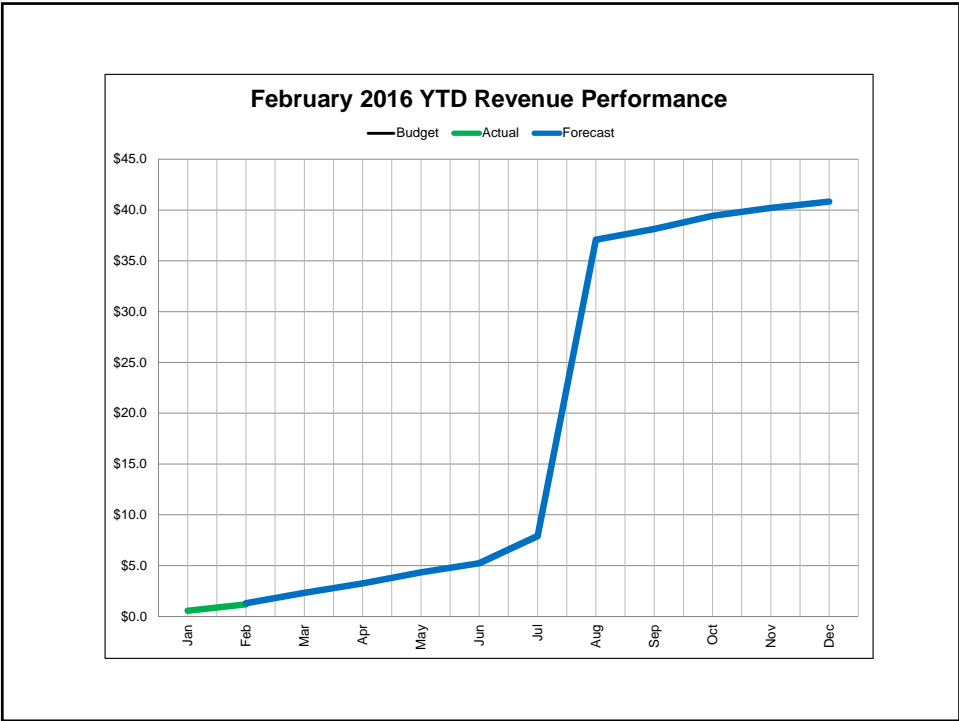
Total year-to-date operating expenses of \$2,412,439 are favorable to budget by \$137,939. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2016 OC Fair. Payroll and Related expense is favorable to budget by \$203K due primarily to unfilled positions. Professional Services expense is favorable to budget by \$79K 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 to January from July.

#### Statement of Cash Flows

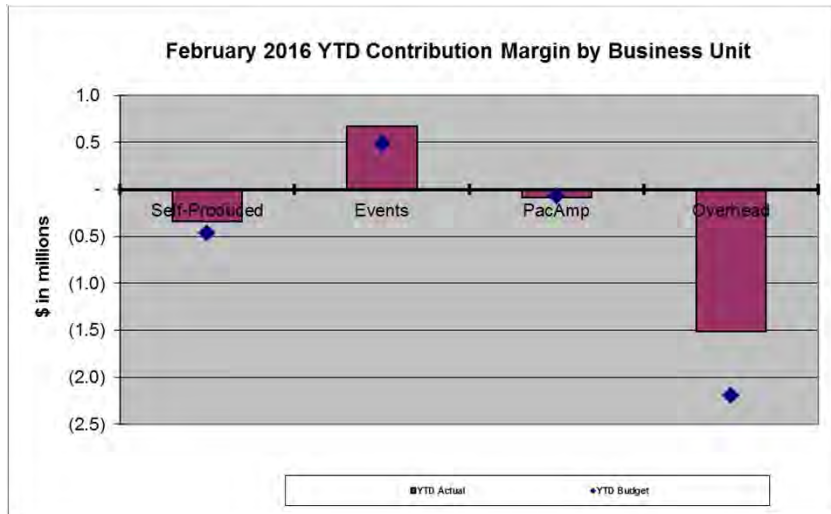
As of February 29, 2016, OC FEC's cash on hand is \$31,779,424, a decrease of \$1,798,096 during 2016. Operating activities have resulted in a net cash outflow of \$758,484 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$1,039,612 to date.

32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of February 28, 2016



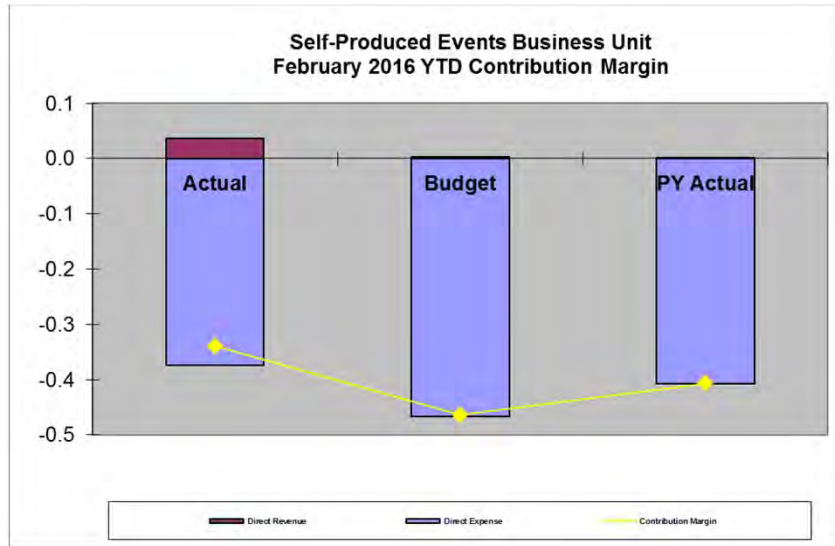






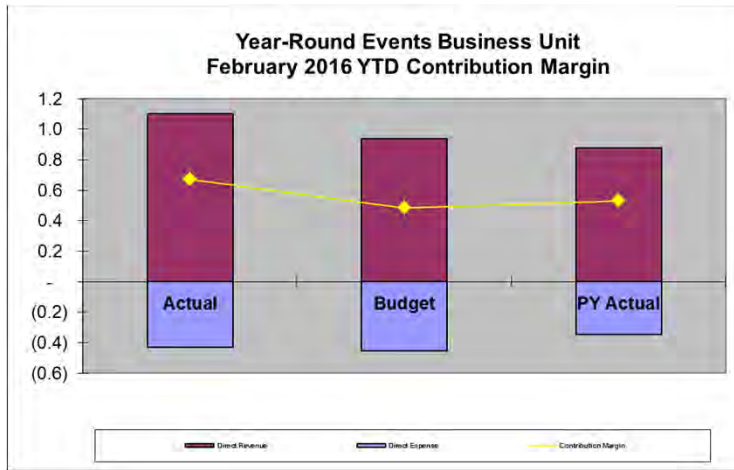
**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of February, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	(0.3)	(0.5)	(0.4)	10.7
Events Business Unit	0.7	0.5	0.5	4.7
Pacific Amphitheatre Business Unit	(0.1)	(0.1)	(0.1)	2.5
<b>Total Business Unit Contribution Margin</b>	<b>0.2</b>	<b>(0.0)</b>	<b>0.0</b>	<b>17.9</b>
Net Overhead Expense (Cash)	(1.5)	(2.2)	(1.3)	(12.5)
<b>Net Cash Provided (Used) Subtotal</b>	<b>(1.3)</b>	<b>(2.2)</b>	<b>(1.2)</b>	<b>5.4</b>
Major Projects	(0.0)	(0.7)	(0.0)	(0.7)
Capital Expenditures	(1.0)		(0.8)	
Balance Sheet Changes	0.5		0.5	
<b>Net Increase (Decrease) in Cash</b>	<b>(1.8)</b>	<b>(2.9)</b>	<b>(1.6)</b>	<b>4.7</b>



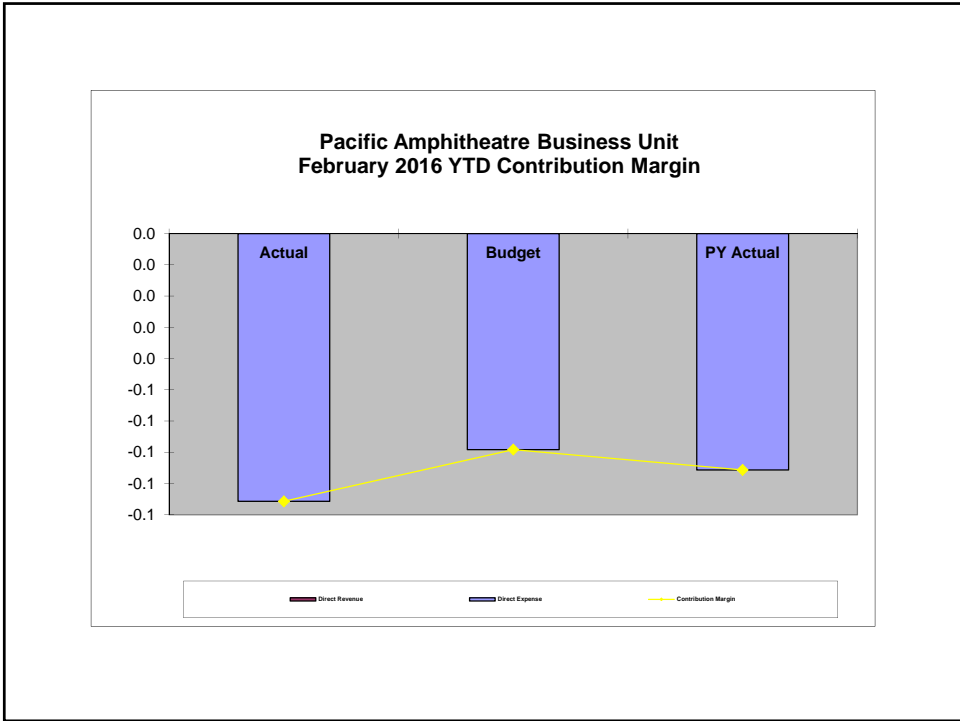
**Self-Produced Events Business Unit  
Contribution Margin Statement  
Year to Date as of February, 2016**

	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	0.0	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
<b>Total Direct Revenue</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>25.0</b>
Payroll/Related	0.3	0.4	0.3	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
<b>Total Direct Expense</b>	<b>0.4</b>	<b>0.5</b>	<b>0.4</b>	<b>14.4</b>
<b>Contribution to Overhead and CapEx</b>	<b>(\$0.3)</b>	<b>(\$0.5)</b>	<b>(\$0.4)</b>	<b>\$10.7</b>



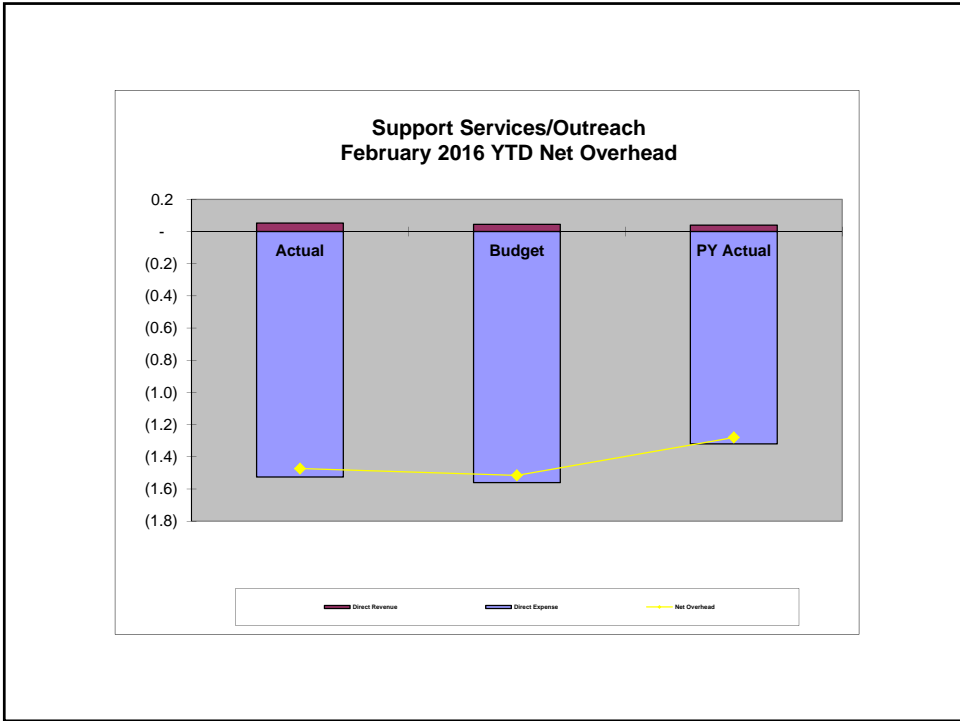
**Year-Round Events Business Unit  
Contribution Margin Statement  
Year to Date as of February, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Rental of Facilities	\$0.5	\$0.5	\$0.5	\$3.3
Personnel Services	0.2	0.1	0.1	1.1
Concessions	0.1	0.1	0.1	0.9
Equipment Rentals	0.1	0.1	0.1	0.5
Admissions/Parking	0.2	0.2	0.2	1.9
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	<u>1.1</u>	<u>0.9</u>	<u>0.9</u>	<u>7.8</u>
Payroll/Related	0.3	0.3	0.3	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	0.1	0.1	0.1	0.4
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	<u>0.4</u>	<u>0.5</u>	<u>0.3</u>	<u>3.1</u>
Contribution to Overhead and CapEx	<u>\$0.7</u>	<u>\$0.5</u>	<u>\$0.5</u>	<u>\$4.7</u>



### Pacific Amphitheatre Business Unit Contribution Margin Statement Year to Date as of February, 2016

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year 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
<b>Total Direct Revenue</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>7.7</b>
Performers' Fees	0.0	0.0	0.0	3.4
Outside Services	0.0	0.0	0.0	0.5
Marketing/Related	0.1	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
<b>Total Direct Expense</b>	<b>0.1</b>	<b>0.1</b>	<b>0.1</b>	<b>5.1</b>
<b>Contribution to Overhead and CapEx</b>	<b>(\$0.1)</b>	<b>(\$0.1)</b>	<b>(\$0.1)</b>	<b>\$2.5</b>



**Support Services/Outreach Business Unit  
Net Overhead Summary  
Year to Date as of February, 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
<b>Total Revenue</b>	<b>\$0.1</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.3</b>
Payroll/Related	\$1.0	\$1.1	\$0.9	\$7.2
Facility/Related	\$0.2	\$0.2	\$0.1	\$3.1
Supplies/Telephone/Postage	\$0.1	\$0.2	\$0.1	\$0.8
Outside Services	\$0.0	\$0.1	\$0.0	\$0.4
Insurance	\$0.2	\$0.1	\$0.2	\$0.3
Other Expense	\$0.0	\$0.0	\$0.0	\$0.3
<b>Total Expense</b>	<b>\$1.5</b>	<b>\$1.6</b>	<b>\$1.3</b>	<b>\$12.1</b>
<b>Net Overhead</b>	<b>(\$1.5)</b>	<b>(\$1.5)</b>	<b>(\$1.3)</b>	<b>(\$11.8)</b>
Major Projects	\$0.0	\$0.7	\$0.0	\$0.7
Non-Cash Expenses:				
Depreciation Expense	\$0.5	\$0.5	\$0.4	\$2.8
<b>Total Non-Cash Expense</b>	<b>\$0.5</b>	<b>\$0.5</b>	<b>\$0.4</b>	<b>\$2.8</b>

**32nd D A A - OC Fair & Event Center  
Balance Sheet (Unaudited)  
February 29, 2016 and February 28, 2015**

	2016	2015
<b>Assets</b>		
Cash	\$ 1,027,907	\$ 1,065,985
Investments	30,751,517	26,159,330
Accounts Receivable	987,279	1,441,671
Reserve for Bad Debt	(18,283)	(11,850)
Notes Receivable	228,408	-
Prepaid Expenses	540,053	449,670
<b>Total Assets</b>	<b>33,516,880</b>	<b>29,104,805</b>
Capital Projects in Process	\$ 1,306,489	\$ 13,064,317
Land	133,553	133,553
Buildings and Improvements	46,157,780	32,597,682
Equipment	378,039	427,632
<b>Total Capital</b>	<b>47,975,862</b>	<b>46,223,185</b>
<b>Total Assets</b>	<b>\$ 81,492,742</b>	<b>\$ 75,327,990</b>
<b>Liabilities</b>		
Accounts Payable	\$ 393,394	\$ 316,142
Deferred Revenue	2,166,388	2,091,678
Payroll Liabilities	316,684	299,113
Deposits	30,601	31,500
Other Liabilities	436,674	-
Compensated Absences Liability	935,843	962,269
<b>Total Liabilities</b>	<b>4,279,583</b>	<b>3,700,703</b>
<b>Net Resources</b>		
Investment in Capital Assets	\$ 47,975,862	\$ 46,223,185
Net Resources - Designated Use	859,341	809,341
Restricted Capital	112,500	-
Net Resources Available for Operations	29,982,674	26,213,636
Net Resources - Auction Fund	13,921	20,981
	78,944,299	73,267,142
Net Proceeds from Operations	(1,731,141)	(1,639,855)
<b>Total Net Resources</b>	<b>77,213,158</b>	<b>71,627,288</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 81,492,742</b>	<b>\$ 75,327,990</b>

**32nd D A A - OC Fair & Event Center  
Income Statement (Unaudited)  
Year to Date as of February, 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
<b>Revenues</b>								
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	596	800	(204)	-25.4%	998	(401)	-40.2%	116,685
Attractions Revenue	-	200	(200)	-100.0%	-	-	N/A	4,972,265
Miscellaneous Revenue	35,146	2,733	32,413	1185.8%	100	35,046	35046.2%	5,153,854
<b>Total OCFEC-Produced Event Revenue</b>	<b>35,743</b>	<b>3,733</b>	<b>32,009</b>	<b>857.4%</b>	<b>1,098</b>	<b>34,645</b>	<b>3156.7%</b>	<b>32,567,226</b>
Facility Rental Revenue	524,260	484,524	39,736	8.2%	456,953	67,307	14.7%	3,296,876
Other Event Revenue	577,786	454,139	123,647	27.2%	418,451	159,335	38.1%	4,638,970
Equestrian Center Revenue	10,066	19,200	(9,134)	-47.6%	19,108	(9,042)	-47.3%	106,600
Other Operating Revenue	17,242	2,410	14,832	615.4%	8,302	8,940	107.7%	57,045
<b>Total Rental Revenue</b>	<b>1,129,354</b>	<b>960,273</b>	<b>169,081</b>	<b>17.6%</b>	<b>902,814</b>	<b>226,540</b>	<b>25.1%</b>	<b>8,099,491</b>
Interest Earnings	24,818	14,450	10,368	71.7%	12,419	12,398	99.8%	86,700
Grants	-	7,500	(7,500)	-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	47	-	47	N/A	-	47	N/A	-
<b>Total Non-Operating Revenue</b>	<b>24,864</b>	<b>21,950</b>	<b>2,914</b>	<b>13.3%</b>	<b>12,419</b>	<b>12,445</b>	<b>100.2%</b>	<b>131,700</b>
<b>Total Revenue</b>	<b>\$ 1,189,961</b>	<b>\$ 985,956</b>	<b>\$ 204,004</b>	<b>20.7%</b>	<b>\$ 916,330</b>	<b>\$ 273,631</b>	<b>29.9%</b>	<b>\$ 40,798,417</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 1,568,417	\$ 1,771,741	\$ 203,324	11.5%	\$ 1,405,756	\$ (162,661)	-11.6%	\$ 14,780,871
Professional Services Expense	108,762	187,921	79,160	42.1%	160,819	52,057	32.4%	3,337,897
Directors Expense	1,118	2,583	1,466	56.7%	1,084	(34)	-3.1%	15,500
Insurance Expense	208,108	51,667	(156,441)	-302.8%	215,442	7,334	3.4%	312,390
Telephone & Postage Expense	39,430	22,989	(16,441)	-71.5%	16,626	(22,804)	-137.2%	168,109
Supplies and Equipment Expense	126,187	184,508	58,321	31.6%	85,520	(40,667)	-47.6%	3,868,536
Facility and Related Expense	252,024	249,711	(2,313)	-0.9%	183,811	(68,213)	-37.1%	4,643,356
Publicity & Related Expense	79,398	55,252	(24,146)	-43.7%	51,701	(27,697)	-53.6%	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	-	834	834	100.0%	523	523	100.0%	117,004
Other Operating Expense	28,996	23,171	(5,825)	-25.1%	15,466	(13,530)	-87.5%	548,903
<b>Total Operating Expense</b>	<b>2,412,439</b>	<b>2,550,378</b>	<b>137,939</b>	<b>5.4%</b>	<b>2,136,747</b>	<b>(275,692)</b>	<b>-12.9%</b>	<b>34,691,583</b>
Depreciation Expense	468,684	468,684	-	0.0%	398,188	(70,496)	-17.7%	2,812,104
Major Projects	36,913	681,000	644,087	94.6%	10,880	(26,033)	-239.3%	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	3,066	-	(3,066)	N/A	10,370	7,304	N/A	-
<b>Total Non-Operating Expense</b>	<b>508,663</b>	<b>1,149,684</b>	<b>641,021</b>	<b>55.8%</b>	<b>419,438</b>	<b>(89,225)</b>	<b>-21.3%</b>	<b>3,493,104</b>
<b>Total Expense</b>	<b>\$ 2,921,102</b>	<b>\$ 3,700,062</b>	<b>\$ 778,960</b>	<b>61.2%</b>	<b>\$ 2,556,185</b>	<b>\$ (364,916)</b>	<b>-34.2%</b>	<b>\$ 38,184,687</b>
<b>Net Proceeds</b>	<b>\$ (1,731,141)</b>	<b>\$ (2,714,105)</b>	<b>\$ 982,965</b>	<b>36.2%</b>	<b>\$ (1,639,855)</b>	<b>\$ (91,286)</b>	<b>-5.6%</b>	<b>\$ 2,613,730</b>

**32nd DAA - OC Fair & Event Center**  
**Statement of Cash Flows (Unaudited)**  
**For the Periods Ended February 29, 2016 and February 28, 2015**

<b>Cash Flows from Operating Activities:</b>	<b>2016</b>	<b>2015</b>
Excess of Revenue Over Expenses:	<u>(\$1,731,141)</u>	<u>(1,639,855)</u>
<b>Non-Cash Changes to Net Income:</b>		
Depreciation Expense	<u>468,684</u>	<u>398,188</u>
<b>Balance Sheet Activity:</b>		
(Incr) Decr in Accounts Receivable	(688,234)	(831,541)
(Incr) Decr in Notes Receivable	24,750	(430,871)
(Incr) Decr in Deferred Expenses	(520,470)	0
Incr (Decr) in Accounts Payable	(266,576)	(98,753)
Incr (Decr) in Other Liabilities	1,954,503	1,838,540
Incr (Decr) in Compensated Absences Liability	0	0
Subtotal	<u>503,973</u>	<u>477,375</u>
<b>Net Cash Provided (Used) by Operating Activities</b>	<b><u>(758,484)</u></b>	<b><u>(764,292)</u></b>
<b>Cash Flows from Investing Activities:</b>		
(Incr) Decr in Buildings and Improvements	0	0
(Incr) Decr in Equipment	0	0
(Incr) Decr in Capital Projects in Progress	<u>(1,039,612)</u>	<u>(829,725)</u>
<b>Net Cash Provided (Used) by Investing Activities</b>	<b><u>(1,039,612)</u></b>	<b><u>(829,725)</u></b>
<b>Net Increase (Decrease) in Cash</b>	<b>(\$1,798,096)</b>	<b>(\$1,594,017)</b>
Cash at the Beginning of Year	33,577,520	28,819,331
<b>Cash at the End of Period</b>	<b><u>\$31,779,424</u></b>	<b><u>\$27,225,314</u></b>



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

<b>Description</b>	<b>2016 Budget</b>	<b>2016 Spent</b>	<b>2016 Remaining</b>
<b>Buildings and Improvements</b>			
AG Memorial	75,000	0	75,000
Arena: RR Trailer Remodel	0	7,325	(7,325)
ASA: Re-Roof & Structure Repair	210,000	156,627	53,373
Century Barn Replacement	180,000	1,849	178,151
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	648,117	551,883
Heroes Hall	3,120,000	176,717	2,943,283
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
<b>Total Buildings and Improvements</b>	<b>7,337,000</b>	<b>991,204</b>	<b>6,345,796</b>
<b>Carnival Improvements</b>			
Family Fairway: Artificial Turf	100,000	0	100,000
Light Tower	0	30,240	(30,240)
Lot G: Asphalt Repair/Replace/Slurry/Stripe	250,000	0	250,000
Carnival: Asphalt Repair / Seal	170,000	0	170,000
<b>Total Carnival Improvements</b>	<b>520,000</b>	<b>30,240</b>	<b>489,760</b>
<b>Equipment</b>			
Portable Generator - Emergency Backup	120,000	0	120,000
Admin: Generator	250,000	0	250,000
Adobe Creative Cloud	20,000	18,168	1,832
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
<b>Total Equipment</b>	<b>751,500</b>	<b>18,168</b>	<b>733,332</b>
<b>Total Capital Expenditures</b>	<b>8,608,500</b>	<b>1,039,612</b>	<b>7,568,888</b>
<b>Major Projects</b>			
ASA: Painting	180,000	16,364	163,636
Chair Dolly Carts (4)	6,000	0	6,000
Computers (7)	21,000	20,549	451
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
<b>Total Major Projects</b>	<b>681,000</b>	<b>36,913</b>	<b>644,087</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>9,289,500</b>	<b>1,076,525</b>	<b>8,212,975</b>

**OC Fair & Event Center**  
**Accounts Payable Checks Summary**  
**February 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
78647	2/3/2016	Association of State CA Supervisors	108.00
78648	2/3/2016	Adcom Publishing DbA Bride World Expo	1,119.00
78649	2/3/2016	Allstar Events	568.00
78650	2/3/2016	American Dutch Rabbit Club Inc	12.00
78651	2/3/2016	American Mini Lop Rabbit Club	13.00
78652	2/3/2016	American Netherland Dwarf Rabbit Club	25.00
78653	2/3/2016	American Express	108.94
78654	2/3/2016	American Express	849.06
78655	2/3/2016	AT&T	26,255.20
78656	2/3/2016	AT&T	31.90
78657	2/3/2016	AT&T	3,225.92
78658	2/3/2016	California Technology Agency	646.00
78659	2/3/2016	California Fairs Financing Authority	1,356.00
78660	2/3/2016	California Fair Services Authority	190.00
78661	2/3/2016	California Fair Services Authority	60.00
78662	2/3/2016	City of Costa Mesa	210.00
78663	2/3/2016	CCS Orange County Janitorial, Inc.	394.20
78664	2/3/2016	Moor+South/Pier Mngmt Co., LP (Tandem)	897.50
78665	2/3/2016	CR&A Custom, Inc.	285.04
78666	2/3/2016	Dennis Mina	35.00
78667	2/3/2016	Department of General Services	340.00
78668	2/3/2016	Holland Lop Rabbit Specialty Club	25.00
78669	2/3/2016	IRS - ACS Support - Stop 813G	83.65
78670	2/3/2016	Joan Hamill	10.00
78671	2/3/2016	Kathy Kramer	65.49
78672	2/3/2016	National Mini Rex Rabbit Club	30.00
78673	2/3/2016	Orange County Visitors Assoc	2,500.00
78674	2/3/2016	CA Public Employees Retirement System	280.44
78675	2/3/2016	Red Wing Hatchery	94.40
78676	2/3/2016	Roy Englebrecht Promotions	265.00
78677	2/3/2016	Quijote Corporation dba Sensis	49,867.50
78678	2/3/2016	Sew What? Inc.	2,492.64
78679	2/3/2016	Spectra	867.24
78680	2/3/2016	The Gas Company	256.69
78681	2/10/2016	CWF, Inc. dba A1 Event & Party Rental	4,585.00
78682	2/10/2016	American Express	1,078.32
78683	2/10/2016	AT&T	347.60
78684	2/10/2016	Bill Young Productions, Inc.	450.00
78685	2/10/2016	California Fairs Financing Authority	27,820.51
78686	2/10/2016	California Fair Services Authority	1,647.02
78687	2/10/2016	DeltaCare USA	670.50
78688	2/10/2016	Delta Dental Plan Of California	4,509.92
78689	2/10/2016	Franchise Tax Board	376.14
78690	2/10/2016	IUOE, Craft/Maint. Division	1,375.00
78691	2/10/2016	Jerry Liu & Associates	1,012.50

**OC Fair & Event Center**  
**Accounts Payable Checks Summary**  
**February 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
78692	2/10/2016	Joan Hamill	25.00
78693	2/10/2016	Kaiser Permanente	41,029.18
78694	2/10/2016	KLOS Radio, Inc.	8,330.00
78695	2/10/2016	Lisa Sexton	6,996.75
78696	2/10/2016	Medical and Safety Management, Inc.	766.50
78697	2/10/2016	Pacific Carpet and Tile Cleaning	2,483.16
78698	2/10/2016	CA Public Employees Retirement System	46,610.51
78699	2/10/2016	Pinnacle Petroleum, Inc.	1,071.03
78700	2/10/2016	Platinum Resource Group	2,000.00
78701	2/10/2016	Red Wing Hatchery	94.40
78702	2/10/2016	Renewable Energy Advantage, Inc.	30,240.00
78703	2/10/2016	Robin Wachner	279.00
78704	2/10/2016	Sandra Cervantes	87.44
78705	2/10/2016	SanGar Builders, Inc.	1,000.00
78706	2/10/2016	SEIU Local 1000 CA State Employees Asso.	1,809.67
78707	2/10/2016	Sound Media Fusion, LLC	2,998.00
78708	2/10/2016	State Disbursement Unit	331.00
78709	2/10/2016	United Rentals (North America), Inc.	1,350.00
78710	2/18/2016	American Express	74.43
78711	2/18/2016	Bill Young Productions, Inc.	450.00
78712	2/18/2016	California Fairs Financing Authority	3,148.53
78713	2/18/2016	CCS Orange County Janitorial, Inc.	2,607.90
78714	2/18/2016	Department of Forestry & Fire Protection	2,373.89
78715	2/18/2016	Employment Development Department	17,759.00
78716	2/18/2016	Haitbrink Asphalt Paving, Inc.	14,350.00
78717	2/18/2016	IRS - ACS Support - Stop 813G	30.28
78718	2/18/2016	KFRG	2,125.00
78719	2/18/2016	KSWD	4,250.00
78720	2/18/2016	Lisa Sexton	6,996.75
78721	2/18/2016	Gravity Technologies Inc.	646.00
78722	2/18/2016	nQativ, LLC	2,425.00
78723	2/18/2016	Orange Mirror and Glass	405.00
78724	2/18/2016	Pinnacle Landscape Company	4,657.57
78725	2/18/2016	Pitney Bowes Inc.	270.67
78726	2/18/2016	Platinum Resource Group	800.00
78727	2/18/2016	Safeguard Health Plans	37.62
78728	2/18/2016	Southern California Edison	55,837.68
78729	2/18/2016	Sound Media Fusion, LLC	3,680.00
78730	2/18/2016	Tex*Us Guitar Shows, Inc	1,178.00
78731	2/18/2016	Train Show, Inc.	866.00
78732	2/18/2016	Western Winter Sports	580.00
78733	2/25/2016	Allstar Events	645.00
78734	2/25/2016	Alyssa Tyner	29.97
78735	2/25/2016	American Seating Company	594,323.44
78736	2/25/2016	Void	-

**OC Fair & Event Center  
Accounts Payable Checks Summary  
February 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
78737	2/25/2016	Aquatic Service, Inc.	640.00
78738	2/25/2016	AT&T	76.12
78739	2/25/2016	Void	-
78740	2/25/2016	BurrellesLuce	192.05
78741	2/25/2016	California Fairs Financing Authority	47,116.31
78742	2/25/2016	California Fair Services Authority	310.00
78743	2/25/2016	California Fair Services Authority	17,733.10
78744	2/25/2016	ChopShop Entertainment, Inc.	450.00
78745	2/25/2016	City of Costa Mesa	70.00
78746	2/25/2016	CCS Orange County Janitorial, Inc.	5,854.60
78747	2/25/2016	Moor+South/Pier Mngmt Co., LP (Tandem)	4,433.22
78748	2/25/2016	CR&R Inc.	5,727.57
78749	2/25/2016	Department of General Services	520.00
78750	2/25/2016	Department of Justice	6,250.00
78751	2/25/2016	Franchise Tax Board	344.30
78752	2/25/2016	Hahn & Bowersock, Inc.	531.22
78753	2/25/2016	JamBase, Inc.	1,500.00
78754	2/25/2016	KCAL-FM	2,095.25
78755	2/25/2016	KKGO - FM	3,400.00
78756	2/25/2016	KSWD	2,125.00
78757	2/25/2016	Lopez Works, Inc.	21,670.00
78758	2/25/2016	Medical and Safety Management, Inc.	609.00
78759	2/25/2016	Mesa Water District	9,374.88
78760	2/25/2016	M GymKana	720.00
78761	2/25/2016	Modular Space Corporation / Modspace	1,165.85
78762	2/25/2016	Pam Highwart	63.57
78763	2/25/2016	PCMG, Inc.	20,549.20
78764	2/25/2016	Platinum Resource Group	2,000.00
78765	2/25/2016	Red Wing Hatchery	94.40
78766	2/25/2016	Sectran Security, Inc.	80.00
78767	2/25/2016	Spectra	134.43
78768	2/25/2016	State Disbursement Unit	331.00
78769	2/25/2016	Susan Baron	110.00
78770	2/25/2016	Verizon Wireless	2,591.52
78771	2/25/2016	AT&T	3,463.12
<b>Total February 2016 AP Checks</b>			<b>1,167,815.40</b>

**OC Fair & Event Center  
Electronic Payments Summary  
February 2016**

<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E14551705	2/1/2016	CA Public Employees Retirement System	131,983.25
ES3739908642	2/3/2016	PayPal	59.95
E14551705	2/22/2016	CA Public Employees Retirement System	131,342.28
E49354582	2/23/2016	Pitney Bowes Inc.	3,000.00
Ebd04aefa62	2/24/2016	US Bank	111,938.02
<b>Total February 2016 Electronic Payments</b>			<b>378,323.50</b>



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

## OC Fair & Event Center April 2016 Events Calendar Features Imaginology, Sand Sports Super Swap & Pet Expo

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

### April 2016 at the OC Fair & Event Center

- 2-3**     [9th Annual Marine Aquarium Expo \(MAX\)](#) ★  
*The Marine Aquarium Expo (MAX) is a consumer trade show for the saltwater reef aquarium hobby with exhibit booths and displays as well as a marine life touch tank for children and sail boat contest.*  
**Hours:** Saturday 10 a.m.-6 p.m., Sunday 11 a.m.-5 p.m.  
**Admission:** General \$15, Senior (55+) \$10, Military with ID \$10 (Children 12 & younger are free)  
**Information:** [MarineAquariumExpo.com](http://MarineAquariumExpo.com), info [at] [MarineAquariumExpo \[dot\] com](mailto:MarineAquariumExpo@com), (714) 530-1094
- 2**     [Night Nation Run](#)  
*The Night Nation Run is a 5k illuminated course featuring live music from various Electronic music DJ's followed by an after party at the main stage.*  
**Hours:** Saturday 5-10 p.m.  
**Admission:** General \$60 (Children 12 & younger are free)  
**Information:** [nightnationrun.com](http://nightnationrun.com)
- 7**     [Fight Club OC](#)  
*Orange County's only professional boxing and professional mixed martial arts show on one night in one venue.*  
**Hours:** Thursday 7-10 p.m. (Happy Hour at Baja Blues starts at 5:30 p.m.)  
**Admission:** \$60 (Children 5 & younger are free)  
**Information:** [fightcluboc.com](http://fightcluboc.com), [fightpromotions \[at\] gmail \[dot\] com](mailto:fightpromotions@gmail.com), (949) 760-3131
- 10**     [Sand Sports Super Swap](#)  
*The Sand Super Sports Show is hosting a one-day opportunity for offroad enthusiasts to "swap" their sand toys. Sellers of new and used sand rails, motorcycles, quads, engine parts and riding gear for off-roading activities are welcome.*  
**Hours:** Sunday 7 a.m.-2 p.m.  
**Admission:** General \$10, 2-for-1 Special \$15 (Children 12 and younger are free)  
**Information:** [sandsportssuperswap.com](http://sandsportssuperswap.com), info [at] [sandsportssupershow \[dot\] com](mailto:sandsportssupershow@com), (310) 533-0589

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15-17

[2016 OC Fair Imaginology](#) ★

*Students and their families can go “Full S.T.E.A.M. Ahead” for three days of competitions, exhibits and activities all designed to explore the fun of S.T.E.A.M. (Science, Technology, Engineering, Arts and Math.) Exciting workshops, build-your-own scarecrow contest, scavenger hunts, hands-on activities and more will fuel imaginations. Orange County students, grades pre-Kindergarten to high school, can showcase their talents in a variety of competitions for woodworking, digital media, gardening, photography and more.*

**Hours:** Friday 9 a.m.-3 p.m., Saturday & Sunday 10 a.m.-5 p.m.

**Admission:** Free

**Information:** [ocfair.com/steam](http://ocfair.com/steam), Imaginology [at] ocfair [dot] com, (714) 708-1718

22-24

[America’s Family Pet Expo](#) ★

*The world’s largest pet and pet product expo with exhibits by retailers, groomers, hobbyist groups, humane societies & rescue organizations, breeders, etc. Attendees will find dogs, cats, birds, fish, reptiles and more, plus top-notch entertainment.*

**Hours:** Friday 10 a.m.-6 p.m., Saturday 10 a.m.-7 p.m., Sunday 10 a.m.-6 p.m.

**Admission:** General \$13, Senior (60+) \$11, Child (6-12) \$8, Active & Retired Military with ID are free (*Children 5 & younger are free*)

**Information:** [PetExpoOC.org](http://PetExpoOC.org), info [at] wpamail [dot] org, (800) 999-7295

29-May 1

[OC Marathon](#) ★

*The OC Marathon encourages fitness and a healthy lifestyle. Participants can register for the full marathon, the half marathon, the Wahoo’s 5K or Kids Run. The full and half marathons will tour through Newport Beach, Santa Ana and Costa Mesa. All participants can check out the Health & Fitness Expo (Friday & Saturday) for tips on living a healthy lifestyle.*

**Hours:** Allergen Health & Fitness Expo, Friday 4-8 p.m., Saturday 9 a.m. -6 p.m.; Kids Run the OC, Saturday; OC Marathon, Half Marathon & Wahoo’s 5K Fun Run, Sunday

**Admission:** Registration fees vary per race (Admission to expo is free)

**Information:** [ocmarathon.com](http://ocmarathon.com), info [at] ocmarathon [dot] com, (949) 222-0456

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

## April 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.

*Open through paid Pet Expo admission only April 22-24. Closed April 21, 29-30.*

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

**Information:** OC Fair & Event Center, [ocfair.com](http://ocfair.com), (714) 708-1916

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### **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](http://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, [ocfarmbureau.org](http://ocfarmbureau.org), (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](http://ocmarketplace.com), (949) 723-6660

### ***Mark Your Calendar: May & June 2016 Events***

May 1	OC Marathon, Half-Marathon & Wahoo's 5K Fun Run
May 5	Southern California Sanitary Supply Show
May 6-8	Gem Faire
May 7	48th Annual Costa Mesa Speedway – Spring Classic
May 13-15	OC Night Market
May 21	48th Annual Costa Mesa Speedway – AMA National Championship
May 28-29	Scottish Fest USA
June 9	Fight Club OC

**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](http://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](http://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 FEBRUARY 25, 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 Tkaczyk. Roll call taken by Jessica Zimmerman.

**4. DIRECTORS PRESENT:**

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

**DIRECTORS ABSENT/EXCUSED:** Director Aitken, Director Bagneris, and Director Ruiz

**OTHERS PRESENT:**

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC VP of Business Development, Ken Karns, OCFEC VP Operations; Jessica Zimmerman, OCFEC; Jerry Eldridge, OCFEC; Deborah Fletcher, Office of the Attorney General; Josh Caplan, Office of the Attorney General; Janet Taylor, Stenographer; Evy Young, OCFEC; Joan Hamill, OCFEC; Reggie Mundekis; Beth Refakes

**5. CEO'S OPERATIONAL UPDATE**

Kathy Kramer, OCFEC CEO, announced that the 2015 financials. The actuals and budget have been finalized. OCFEC finished at \$39M in revenue; an increase of \$1.4M from 2014.

Kramer discussed that the legislative representative, Gonsalves & Sons continues to make progress on getting AB4X22 repealed. Assembly member Daly has introduced repeal language as bill AB 1907.

Michele Richards, OCFEC VP of Business Development, announced the upcoming events for the month of March. She also thanked the Events Services Department for a great job.

Kramer spoke about her visit with California State University Fullerton Student Consulting Program. They will begin working on helping OCFEC identify additional agricultural opportunities and creating an agricultural education demand-and-supply study. The projected completion date would be end of May.

Kramer also announced that the HR team is busy preparing for hiring fair staff during March and April. Last year's seasonal staff are being contacted and provided the opportunity to return to work at 2016 fair.

Kramer spoke about participating in the California Ag. Day in Sacramento on March 16. It's a celebration of California's diverse agriculture community and is an opportunity to interact with state agriculture agency and commodity groups.

## 6. PUBLIC COMMENT

Reggie Mundekis requested the work visa, work history, job duties, and credentials of the Vice President of Operations including but not limited to, security compliance with all federal, state, and municipal laws.

Mundekis requested for the release of the work history, credentials and job duties for the Director of Technology and Production, Jason Jacobsen.

Roy Englebrecht thanked the Board and stated that Fight Club OC had kicked off their sixth year at OCFEC with a sold out crowd. He thanked OCFEC staff for the surprise of the giant cake presented to him for his five year anniversary.

Beth Rafakes thanked Kathy Kramer regarding he update on the AB1907 bill. She asked about the status on the gun show and if there is any intention of discontinuing it. She also wanted to make sure the sound monitoring and neighborhood ambassador programs that were in place last year will continue for 2016 Fair.

## 7. MINUTES:

### A. Board Meeting held January 28, 2016

**ACTION:** Director Cervantes and Director Tkaczyk seconded to review and approve the minutes from the Board meeting held January 28, 2016. **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-019-16AS(Revised); SA-39-16HH; SA-043-16FT; SA-046-16YR; SA-047-16LL; SA-048-16YR ; SA-270-15SP

Chair Mouet asked if there are any items that staff would like to pull.

Kramer asked to pull the Pepsi Contract. The contract is a two-year sponsorship contract with three one-year options for renewal for Pepsi to be the exclusive year-round carbonated soft drink sponsor.

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

i. none.

Chair Moute called on Bryrn Arnold.

Bryan Arnold, attorney from Gordee, Nowicki & Blakeney, representing Medical and Safety Incorporated requested OCFEC to not award this contract because it was awarded without competition.

Vice Chair Berardino asked counsel about this bid.

Joshua Caplan, Office of the Attorney General, explained as to why the bidder was disqualified. The protest was denied under the Public Contracts Code by the Department of General Services.

Director Tkaczyk asked Kramer if the qualifications were reviewed.

Kramer answered yes.

Vice Chair Berardino asked about the terms of this contract.

Richards stated the term of this contract is from March 7, 2016 through December 31, 2017, it's a two-year contract and option to renew.

Vice Chair Berardino stated he is very comfortable with the review procedure and with counsel.

Director Tkaczyk asked for a quarterly report so any issues can be discussed as they arise.

Richards stated that this will be under Ken's oversight and spoke about the requirements of the contract.

**ACTION:** Vice Chair Berardino motioned and Director Cervantes seconded to review and approve the Consent Calendar. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES: none.**

## 9. GOVERNANCE PROCESS:

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

- 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 OC 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)

Chair Mouet spoke about the MOU with the Centennial Farm Foundation. He then asked Vice Chair Berardino and Director La Belle for an update on the Heroes Hall Foundation Board.

Vice Chair Berardino provided an update about Heroes Hall and about the continuous support from staff and people.

Director La Belle mentioned that next meeting will be March 2 at 11a.m.

Director La Belle asked Richards to give a brief update regarding the 2016 OC Fair City Liaison Committee.

Richards provided a brief update on the OC Fair City Liaison Committee, stating that OCFEC is starting to involve the cities of Orange County. Staff will be hosting a breakfast with the mayors and city managers from each city in April.

Vice Chair Berardino briefly discussed and provided an update about the Legislative Monitoring Task Force.

Chair Mouet asked if they can stop by to thank the Assembly member Daly when traveling to Sacramento.

Director Tkaczyk asked if they can also add the state representatives during this visit.

Director La Belle provided a brief update on the Organizational Needs Assessment Task Force

Director Tkaczyk stated he has no update to report on the committee, anything further will be discussed in Item H.

## **B. Approval of Legislative Representation Services**

Kramer provided background regarding the legislative representatives Joe A. Gonsalves & Son who is the winner bidder.

**ACTION:** Vice Chair Berardino motioned and Director Sandra Cervantes seconded to approve of Legislative Representation Services. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES: none.**

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

This has been moved for next month Board Meeting in March.

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

Kramer stated that staff worked with Consumer Initiatives Task Force to review the OC Fair historical operating data and provided more detail information.

Vice Chair Berardino suggested not to increase the prices in the concessions. He believes the decrease in attendance is not the weather but the prices of each vendor pricing is too high.

Director Tkaczyk agreed with Vice Chair Berardino, however, he stated that pricing is one of the things people commonly discussed with him.

Director La Belle agreed with Vice Chair Berardino and wants concessionaires to make a reasonable profit but also wants it to be a good family experience that's affordable for everyone; certainly do not want to see this increase passed.

Chair Mouet concluded we should study Del Mar and L.A. because there's that common ground.

**ACTION:** Vice Chair Berardino motioned and Director Sandra Cervantes seconded to approve Consumer Initiatives Task Force Recommendation for 2016 Concessionaire Commission Percentage. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES: none.**

## **E. Centennial Farm Foundation MOU**

Chair Mouet introduced Centennial Farm Foundation to the board, staff and public.

Richards discussed and went over the highlights on the MOU to the board and the public. The term of the MOU is 5 years and also discussed the obligations to OCFEC.

Chair Mouet discussed the Centennial Farm Foundation. He mentioned that in theory the \$45,000 has not been the problem it's the mechanics that has been the problem due to not having procedures and an understanding in place.

Director La Belle would like to see something in writing stating that's just the minimum.

Vice Chair Berardino asked how many staff members are dedicated to the Centennial Farms.

Richards answer there are five full time Civil Service employees that are involved in the farm operations, three full time Civil Service employees on the administrative educational, exhibit side, a total of eight Civil Service Employees.

Chair Mouet stated there will be a lot of people going through and learn and appreciate what Heroes Hall going to offer the public, staff and the county.

Director Cervantes stated it's a relationship that makes this foundation.

## **F. Heroes Hall Construction Project**

Beth Refekes has some concern about feedback from CFFA being provided to the Board and to the public about some major milestones and what the project status on each one of those is. Lastly she would like a monthly progress report on how the project is progressing due to the tight schedule.

Ken Karns, OCFEC VP Operations, thanked Director Tkaczyk and stated the importance of the schedule; he will not compromise this project in spite of it. The company that will be taking care of the project it's JRN Construction for \$3,850,738.72, which is the total of the LOU.

Director La Belle asked what the fee is and who will be the staff that will be contacted at OC Fair.

Karns stated that it will be 6% for the fee and Jerry Eldridge will be the

one for direct contact.

Director Tkaczyk stated that is a bit higher in the dollar amount and asked if this needs to be re-voted.

Both Chair Mouet and Kramer stated that it's in the budget no need to be re-approved.

**ACTION:** Vice Chair Berardino motioned and Director Sandra Cervantes seconded to approve Heroes Hall Construction Project. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES: none.**

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

This has been moved for next month Board Meeting in March.

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

Mike Robbins stated he believed in magic and how truly amazed he feels and thanked them.

Carol Russo thanked the board for letting them speak and express their thoughts. She also stated they would like to form some type of committee and work with Spectra.

Steve Furlan thanked the Board for taking them seriously and their hard work.

Kramer requested Board approve negotiations between Spectra and Tel-Phil for the purchase of the OC Marketplace by Spectra from Tel-Phil.

Chair Mouet stated the Board would like to make sure rent shortfall shortage; an estimated \$250,000 is paid in full as we go through this process, all of the equipment that is in needs to be taken care of and removed before this process concludes with regards the sale. Also all of the rent that is accrued to the point of sale is paid in full, before the Board moves on approving the final approval of the sale or there will be some issues.

Vice Chair Berardino stated all vehicles and equipment must be off the property and everything must be cleared; leaving with a very positive way, clear the desk and move on.

Kramer asked for a second request for the Board to approve a contract extension for Spectra, the association's master concessionaire; this will be subject to Spectra's purchase of the OC Marketplace from Tel-Phil.

Director Tkaczyk stated he looks forward to the new relationship with Spectra, but emphasized they need to pay and equipment being removed by next Board Meeting; if it's not completed before the Board Meeting this will put them in a situation where they will not be able to grant approval.

Director La Belle also emphasized by the next board meeting.

Director Tkaczyk lastly stated again it must be done by the next Board Meeting and they will not hold up the deal, this will rest on Tel-Phil.

**ACTION:** Director Cervantes motioned and Director La Belle seconded to approve of the OC Market Place Rental Agreement Assignment and Spectra Contract Extension. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES: none.**

**10. CLOSED SESSION AT 10:40 A.M. TO 11:44 A.M.**

Nothing was reported from Closed Session.

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

Director Cervantes stated that she is very excited about OCFEC and Spectra coming on board; excited going into a lot of great things this year.

Vice Chair Berardino agreed with Director Cervantes and thanked everyone for their generosity.

Director Tkaczyk thanked all the vendors that came to speak to the staff and Board; he has also thanked the Tel-Phil for their great years of performance and also stated it will be a great opportunity for Spectra.

Director La Belle has stated and agreed with the Board on all the comments they provided and thanked the staff.

Chair Mouet has thanked the staff and stated how thrilled he is of the changes. He also stated how excited to be able to participate at the TET festival.



**12. NEXT BOARD MEETING: THURSDAY, MARCH 24, 2016**

**13. ADJOURNMENT**

Meeting adjourned at 12:11 p.m.

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Gerardo Mouet, Chair

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Kathy Kramer, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-017-16HB	Swedetunes Internatinal Entertainment f/s/o The Music of ABBA (Arrival from Sweden)	"The Music of ABBA (Arrival from Sweden)" performing in The Hangar	Fair Time	07/20/16		\$7,000.00
SA-023-16HB	David Brighton	"Space Oddity, David Brighton's Tribute to David Bowie" performing in The Hangar	Fair Time	08/13/16		\$4,000.00
SA-026-16HB	Hotel California "A Salute to the Eagles"	"Hotel California" performing in The Hangar	Fair Time	07/21/16		\$6,000.00
SA-032-16HB	Hernandez Productions, Inc. f/s/o Mariachi Sol de Mexico de Jose Hernandez	"Mariachi Sol de Mexico de Jose Hernandez" performing in The Hangar	Fair Time	08/07/16		\$15,000.00
SA-033-16BB	Leesha Arason f/s/o Ragdoll	"Ragdoll" performing in Baja Blues	Fair Time	08/13/16 - 08/14/16		\$1,000.00
SA-034-16BB	Le Clair and Bradley Enterprises	"The Mai Tais" performing in Baja Blues	Fair Time	07/16/16 - 07/17/16		\$600.00
SA-035-16IO	Imagination Gallery, Inc.	"Wild Science" exhibit at Imaginology	Imaginology	04/13/16 - 04/18/16		\$12,700.00
SA-036-16HB	Hapa World Music, LLC	"Hapa" performing in The Hangar	Fair Time	07/24/16		\$10,000.00
SA-037-16GE	The Magic of Frank Thurston	Grounds Entertainment	Fair Time	07/15/16 - 08/14/16		\$14,800.00
SA-038-16HB	Tupua Productions	"Tupua" performing in The Hangar	Fair Time	07/24/16 - 07/24/16		\$750.00
SA-044-16GE	Dragon Knights, Inc.	"Dragon Knights" performing at the OC Fair	Fair Time	07/15/16 - 08/14/16		\$56,750.00
SA-045-16AS	Cavallo Equestrian Arts, LLC	"Ma'Ceo" performances in the Action Sports Arena	Fair Time	07/18/16 - 07/25/16		\$44,000.00
SA-049-16BB	Joel R. Stoltz f/s/o Boxers and Briefs	"Boxers and Briefs" performing in Baja Blues	Fair Time	07/23/16 - 07/24/16		\$800.00
SA-050-16BB	Randall S. Cochran f/s/o The Road Kill Kings	"The Road Kill Kings" performing in Baja Blues	Fair Time	08/06/16 - 08/07/16		\$1,000.00
SA-054-16HB	Music Zirconia f/s/o Green Today	"Green Today" performing in The Hangar	Fair Time	08/10/16		\$1,500.00
SA-055-16AS	Flying U Rodeo Co. Inc.	Flying U Rodeo in the Action Sports Arena	Fair Time	08/01/16 - 08/08/16		\$123,450.00
SA-056-16HB	Music Zirconia f/s/o Faux Fighters	"Faux Fighters" performing in The Hangar	Fair Time	08/10/16		\$1,200.00
SA-057-16HB	Common Sense	"Common Sense" performing in The Hangar	Fair Time	07/31/16		\$1,500.00
SA-058-16GE	Edward Russell	"Russell Brothers Circus" at the OC Fair	Fair Time	07/10/16 - 08/16/16		\$22,000.00
SA-059-16GE	All-Alaskan Racing Pigs, LLC	"All-Alaskan Racing Pigs" and "Pedal Tractor Pull"	Fair Time	07/12/16 - 08/15/16		\$36,500.00
SA-051-16FT	Pyro Engineering, Inc.	Nightly pyrotechnic sky displays over The Hangar Building and Main Mall area for the 2016 OC Fair.	Fair Time	07/15/16 - 08/14/16		\$49,979.00
SA-052-16IO	South Coast Weavers and Spinners	Weaving and Spinning Exhibit for 2016 OC Fair Imaginology	Imaginology	04/15/16 - 04/15/16		\$0.00
SA-053-16IO	Drake Family Farm	Goat Cheese Samples and Goat Cheese for Sale for 2016 OC Fair Imaginology	Imaginology	04/15/16 - 04/17/16		\$0.00
SA-060-16IO	Khavarian Enterprises, Inc. DBA Vision Communications Company	Imaginology Radio Rentals	Imaginology	03/02/16 - 06/15/16		\$4,900.00
SA-061-16IO	Orange County Beekeepers Association	Beekeeping Display at 2016 OC Fair Imaginology	Imaginology	04/14/16 - 04/17/16		\$0.00
SA-062-16IO	Theresa Vargas	Educational Chicken Exhibit at 2016 OC Fair Imaginology	Imaginology	04/15/16 - 04/17/16		\$0.00
SA-063-16IO	Flory's Sheep Shearing	Educational Shearing Demonstrations at 2016 OC Fair Imaginology	Imaginology	04/16/16 - 04/16/16		\$0.00
SA-064-16IO	Christian Hackett	Educational Blacksmithing Demonstrations at 2016 OC Fair Imaginology	Imaginology	04/15/16 - 04/17/16		\$800.00
SA-065-16IO	Kruse Feed & Supply	Backyard Chicken Raising Display at 2016 OC Fair Imaginology	Imaginology	04/14/16 - 04/17/16		\$0.00
SA-066-16IO	Heifer International	Heifer Project Exhibit at 2016 OC Fair Imaginology	Imaginology	04/15/16 - 04/15/16		\$0.00
SA-067-16IO	Enreco	Vermiculture Display for 2016 OC Fair Imaginology	Imaginology	04/17/16 - 04/17/16		\$0.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-25-13CT AM # 2	Ticketmaster, LLC	Computerized Ticketing Services	Year Round	04/01/13 - 03/31/17	\$100,000.00	\$80,000.00
SA-030-15SH AM # 1	Event Production Solutions, LLC	Tram Rental	Year Round	02/20/15 - 10/19/16		\$0.00

**Letters of Understanding**

LOU #	DEMONSTRATOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
N/A	International Alliance of Theatrical Stage Employees	Stagehands for Pacific Amptheatre and Other Places as Needed	Year Round	03/15/16 - 03/14/20	N/A	N/A

AGREEMENT NUMBER <b>SA-019-16AS</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**APEX MOTORSPORT PROMOTIONS, LLC**

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

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

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 32<sup>nd</sup> 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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**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

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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



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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-



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

**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.

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**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center**

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**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:

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



**EXHIBIT 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:**

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**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](http://www.ols.dgs.ca.gov/Standard+Language). Other Exhibits (List) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>ELLIS MOORE</b>			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Jason Jacobsen, Director, Technology and Production</b>		<b>ELLIS MOORE</b>			
ADDRESS		ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>561 S PASEO DE LUNA, ANAHEIM, CA 92807</b>			
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)

*R. J. F. K. E.*

CONTRACT NUMBER <b>SA-043-16FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> <b>MODULAR SPACE CORPORATION dba MODSPACE</b>
---	--

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 ATTACHED

- Exhibit A – Scope of Work – **Mobile Office Trailer Unit Rental**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

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

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> ) <b>MODULAR SPACE CORPORATION dba MODSPACE</b>			
BY (Authorized Signature)  <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature)  <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jerry Eldridge, Director of Facilities</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Angel Meenan, Contract Analyst</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>11115 Hemlock Avenue, Fontana, CA 92337</b> <b>(800) 523-7918</b>			
FUND TITLE <b>Operating</b>	ITEM <b>Distribution</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER  <i>[Signature]</i>			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide two (2) 12' x 60' rental mobile office units ("Units") to the 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center ("District"), from 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
<b>Total Monthly Rental:</b>				\$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
<b>Total Additional Monthly Items:</b>				\$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
<b>Total Delivery and Installation:</b>				\$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
<b>Total Removal:</b>				\$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
<b>Total Amount Including 7 Months Rent, Taxes, Delivery, Installation &amp; Removal*:</b>				\$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](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, but only to the extent caused by or resulting from the negligence or willful misconduct of Contractor and/or Contractor's employees, contractors, or Agents.

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

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

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

##### 2. Dates:

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

##### 3. Coverages:

##### a. General Liability

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

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

##### d. Medical Malpractice

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

##### e. Liquor Liability

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**SA-046-16YR**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**WEST COAST EMERGENCY MEDICAL SERVICES**

BY (Authorized Signature)

*[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

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

BY (Authorized Signature)

*[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 32<sup>nd</sup> 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:

<b>DAYS*</b>	<b>HOURS OF OC FAIR*</b>
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	<b>CLOSED</b>				
Tuesdays	<b>CLOSED</b>				
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
<b>TOTAL OC FAIR HOURS (Inclusive of all staff for the full run of event):</b>					<b>2,307</b>

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, O<sub>2</sub> 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, O<sub>2</sub> 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
<b>TOTAL IMAGINOLOGY HOURS (Inclusive of all staff for the full run of event):</b>					<b>43</b>

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
<b>TOTAL ESTIMATED YEAR-ROUND HOURS (Inclusive of all staff for all Year-Round Events):</b>					<b>2,802.00</b>

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](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

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

**19. Payment**

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

**20. Pricing/Financial Proposal Bid Form**

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

## **24. Evaluation of Contractor Performance**

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

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

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

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

**25. Non-Exclusive Agreement**

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

**26. 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](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (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](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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



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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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

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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM**

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

<b>January 1, 2016 – December 31, 2016</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
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
		<b>2016 TOTAL</b>	<b>\$ 43.50</b>	<b>\$ 74,820.00</b>
<b>January 1, 2017 – December 31, 2017</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
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
		<b>2017 TOTAL</b>	<b>\$ 45.00</b>	<b>\$ 77,400.00</b>
<b>Option Year 1: January 1, 2018 – December 31, 2018</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
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
		<b>2018 TOTAL</b>	<b>\$ 46.50</b>	<b>\$ 84,327.75</b>
<b>Option Year 2: January 1, 2019 – December 31, 2019</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
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
		<b>2019 TOTAL</b>	<b>\$ 48.00</b>	<b>\$ 87,056.00</b>

<b>Option Year 3: January 1, 2020 – December 31, 2020</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
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
		<b>2020 TOTAL</b>	<b>\$ 48.00</b>	<b>\$ 91,993.60</b>
<b>TOTAL FIVE YEARS: January 1, 2016 – December 31, 2020</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>TOTAL COST</b>	
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	
<b>FIVE YEAR CUMULATIVE TOTAL (ALL EVENT TYPES, ALL YEARS)</b>			<b>\$ 415,597.35</b>	
<b>10% CONTINGENCY (ALL EVENT TYPES, ALL YEARS)</b> (Contingency shall only be utilized in the event additions and/or changes to the above estimated hours are required and approved by the District.)			<b>\$ 41,559.74</b>	
<b>TOTAL BID</b>			<b>\$ 457,157.09</b>	

-End Exhibit F-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

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

**32<sup>ND</sup> 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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**JOE A. GONZALVES & SON**

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive**

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 32<sup>nd</sup> 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](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

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

**8. Payment**

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

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

**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](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (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](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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

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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM**

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

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

<b>Grand Total (Including Option Years)</b>	<b>\$ 312,000.00</b>
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-End Exhibit F-



**SA-270-15SP**  
**BOTTLING GROUP, LLC**



*R/S A/M/F V/K*

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-270-15SP</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number. SUBMIT INVOICE IN TRIPLICATE TO:

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Sponsor or Pepsi</b> <b>BOTTLING GROUP, LLC</b>
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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](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (*List*) See Section 5 above.

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> ) <b>BOTTLING GROUP, LLC</b>			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Robert Bustos, Key Account Manager</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>27717 Aliso Creek Rd, Aliso Viejo, CA 92656</b>			
FUND TITLE <b>Sales</b>	ITEM <b>4375-87</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>			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.

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

**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:

32<sup>nd</sup> 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 Country, 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.**





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**BOTTLING GROUP, LLC**

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**

<b>Brand</b>	<b>Package</b>	<b>#/Case</b>	<b>Price</b>	<b>Per Unit Price</b>
<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**

<b>Carbonated Soft Drinks</b>	<b>Per Gallon</b>	<b>Gal/Box</b>	<b>Per Box</b>
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**

<b>Cup Pricing</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>	<b>Price Per Cup</b>
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

<b>Lid Pricing</b>	<b>Quantity Per Case</b>	<b>Price Per Case</b>	<b>Price Per Lid</b>
Lids for 12 oz - 24 oz Cup	2000	\$41.15	\$0.02
Lids for 32 oz - 44 oz Cup	960	\$41.15	\$0.04

<b>Other Supply Items</b>	<b>Size</b>	<b>Case/Pack</b>	<b>Price Per Case</b>	<b>Cost/Unit</b>
Straws	10.25"	2000	\$28.07	\$0.01
Straws	7.75"	5000	\$46.00	\$0.01

<b>Other Supply Items</b>	<b>Refundable Deposit</b>	<b>Price Per Cylinder</b>
CO <sub>2</sub> (20lb)	\$25.00	\$22.06



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**BOTTLING GROUP, LLC**

CO <sub>2</sub> (50lb)	\$25.00	\$33.10
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**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 CO<sub>2</sub> 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 1<sup>st</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents) 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

AMENDMENT NUMBER

**SA-31-14SP****#1**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**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		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>DAVIS ELEN ADVERTISING on behalf of SOUTHERN CALIFORNIA TOYOTA DEALERS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jennifer Lin, Vice President</b>		
ADDRESS <b>865 S. Figueroa St., 12th Floor, Los Angeles, CA 90017 (213) 688-7014</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Vice President, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Account #: N/A

AGREEMENT NUMBER <b>SA-042-16IA</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**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 – <b>To utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair &amp; Event Center (“Association”) and Orange Coast College (“Coast”) as continued on the following pages.</b>	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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>           <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COAST COMMUNITY COLLEGE DISTRICT</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Chancellor, or President, Board of Trustees</b>		
ADDRESS <b>1370 Adams Avenue, Costa Mesa, CA 92626 (714) 438-7444</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Vice President, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

**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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses and expenses, of every kind, nature and description (including, but not limited to, 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 32<sup>nd</sup> 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:

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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



**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-

**MARCH 2016 BOARD OF DIRECTORS MEETING**

**2015 & 2016 RENTAL AGREEMENTS**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-161-15	Newport Mesa Unified School District	Parking Space Rental	Parking	Various locations, as indicated in Exhibit "A"	01/01/15-12/31/15	\$10,200 In Kind Trade, See Exhibit A
R-002-16	California Rare Fruit Growers, O.C. Chapter	California Rare Fruit Growers, O.C. Chapter Meetings	Meeting	Silo Building	01/01/16-12/31/16	\$80.00 per club meeting; \$120.00 per additional meetings
R-005-16	Orange County Wine Society	Orange County Wine Society Office Trailer	Office Operations	OCWS Trailer	01/01/16-12/31/16	\$250.00 per month \$120 per additional meetings
R-040-16	Apex Performance	Toyota Prius Sales Training	Sales Training	The Hangar, Lot I	01/18/16-01/21/16	\$25,526.50
R-053-16	Pacific Coast Sportfishing Magazine	Pacific Coast Sportfishing Festival	Consumer Show	Costa Mesa, Santa Ana Pavilion	02/17/16-02/22/16	\$28,129.50
R-058-16	Bugorama Promotions	The Classic - VW Car Show	Car Show	Campground, Country Meadows, Crafters Village, Festival Field Asphalt, Festival Field Grass, Park Plaza	06/12/16	\$25,839.50
R-063-16	Synergy Global Entertainment, Inc	Musink Tattoo Convention & Music Festival	Tattoo and Music Festival	Baja Blues, The Hangar, Main Mall, Costa Mesa Building, Huntington Beach Building	03/03/16-03/07/16	\$110,910.20
R-065-16	World Pet Association, Inc.	America's Family Pet Expo	Consumer Show	All Grounds	04/18/16-04/25/16	\$107,908.50
R-067-16	Irene Long	Addy's Sweet Sixteen	Birthday Party	Millennium Barn, Silo Building	03/12/16-03/13/16	\$5,368.00
R-071-16	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show	Costa Mesa, Huntington Beach, Los Alamitos, Anaheim, Santa Ana Pavilion, OC Promenade, Main Mall	03/17/16-03/21/16	\$81,654.50
R-072-16	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show	Costa Mesa, Huntington Beach, Los Alamitos, Anaheim, Santa Ana Pavilion, OC Promenade, Main Mall	06/02/16-06/06/16	\$81,654.50
R-079-16	Vital Link	Vital Link/Imaginology	Imaginology	Costa Mesa, Park Plaza, Santa Ana Pavilion	04/11/16-04/17/16	Payment: \$2,926.00 In-Kind Trade: \$35,445.00
R-086-16	Via Cortez	Via Cortez - Trailer Rally	Trailer Rally	Campground	03/18/16-03/20/16	\$30.00 per night per RV
R-087-16	United Scottish Society, Inc.	Scottish Fest	Cultural Festival	All Grounds	05/26/16-05/30/16	\$81,249.50
R-088-16	Janet Nicholson and Jason Boggs	Boggs Wedding 2016	Wedding	Millennium Barn	09/09/16-09/11/16	\$5,053.00
R-089-16	Costa Mesa Chamber of Commerce	Costa Mesa Public Safety Recognition Barbeque	BBQ for CMPD & CMFD	Courtyard	10/06/16	Payment: \$278.00 In-Kind Trade: \$1,267.50
R-095-16	Pin Cancer	Pin Cancer Western Nationals	Wrestling Tournament	The Hangar	06/10/16-06/12/16	\$16,699.50
R-100-16	Center for Transportation Safety LLC	Johnson & Johnson Behind the Wheel	Ride and Drive	The Hangar Meeting Room, 1/2 Lot G	02/26/16	\$3,224.00
FT-001-16	Min Pham, Paul Cao, and Phi Nguyen dba The Burnt Truck	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-008-16	Tica Enterprises LLC dba Baby's Badass Burgers	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-010-16	Cousins Maine Lobster LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-022-16	Barbara Brenner dba Scooter's Italian Ice	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

REVIEWED \_\_\_\_\_

DATE March 23, 2015

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

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**RENTAL AGREEMENT**

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

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 01, 2015 - December 31, 2015**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**Newport Mesa Unified School District**

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

**\$10,200.00 In-Kind Trade**  
**See Exhibit "A"**

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Paul H. Reed, Deputy Superintendent & CBO**

**Title: Michele Richards, VP - Business Development**

## EXHIBIT "A"

**Event Name:** Newport Mesa Unified School District  
**Contact Person:** Tim Marsh, Administrative Director  
**Event Dates:** 01/01/2015 - 12/31/2015

**Contract No:** R-161-15  
**Phone:** (714) 424-7527  
**Hours:** Various

**Projected Attendance:** Various

### RENTER AGREES TO PROVIDE:

- Davis School Parking (Front) Lot – April 11-12 (America’s Family Pet Expo)
- Davis School Parking (Front) Lot – May 3 (OC Marathon)
- Davis School Blacktop (Back) Lot – June 22 - August 28 (OC Fair)
- Davis Parking (Front) Lot – September 19-20 (Sand Sports Super Show)

### OCFEC AGREES TO PROVIDE:

- Parking Lot Use for Bus Training & Annual Rodeo Competition  
**Location(s):** Parking Lot To Be Determined (for Events) ..... \$ 1,700.00 per lot per day  
Parking Lot To Be Determined (for Bus Training)..... \$ 100.00 per lot per day
- Orange County Room (Administration Building) Use for NMUSD Meetings

### RENTER AGREES:

- That this agreement covers all approved Parking Lot and Orange County Room use to occur at the OC Fair & Event Center Administration Building during the 2015 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions or meetings to ensure that the location is available.
- That an OC Fair & Event Center written confirmation approving each date and specific rental location is required prior to Renter promoting or advertising an event. This avoids any miscommunication between Renter’s attendees and the OC Fair & Event Center.
- To provide proof of insurance by July 1, 2015.
- To notify the District (OCFEC) of any accident that takes place during Bus Training events. **The Safety and Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket event specific expenses such as janitorial expenses to clean restrooms after training or meeting sessions.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day parking lot or room rental session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of event and removal from the premises.
- That damage occurring in any Parking Lot and/or of OCFEC property will be itemized and invoiced to NMUSD. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit bus training speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OCFEC. To ensure safety within and around Renter’s event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.



**OCFEC AGREES:**

- To provide parking in Lot A at no charge on **October 21, 2015 for NMUSD College and Career Night** attendees, faculty and vendors based on 700 projected vehicles. Vehicles will be counted for accurate historical purposes. **Building Rental and Equipment/Personnel Fees will be billed per terms of separate NMUSD College and Career Night Rental Agreement.**
- To provide use of the Orange County Room in the OCFEC Administration Building at no charge for **NMUSD meetings.**
- To provide use of TBD parking lot for Annual Rodeo Competition (if dates are available and if scheduled in 2015).

**NEWPORT MESA UNIFIED SCHOOL DISTRICT IN-KIND TRADE:**

- Davis School Parking (Front) Lot – April 11-12 (America’s Family Pet Expo) .....\$ 121.14 (PAID 2/13/15)
- Davis School Parking (Front) Lot – May 3 (OC Marathon) .....\$ 61.00
- Davis School Blacktop (Back) Lot – June 22 - August 28 (OC Fair) .....\$ 9,180.00
- Davis Parking (Front) Lot – September 19-20 (Sand Sports Super Show) .....\$ 270.00 (PAID 9/5/15)

**TOTAL NMUSD IN-KIND TRADE VALUE: .....\$ 9,632.14**

**OC FAIR & EVENT CENTER IN-KIND TRADE:**

- Annual Rodeo Competition per Day Use of Parking Lot if available and scheduled .....\$ 1,700.00
- NMUSD Bus Training per Day Use of Parking Lot(s) .....\$ 2,400.00  
Based on 24 days usage
- NMUSD College & Career Night Attendee, Faculty and Vendor Parking .....\$ 4,900.00
- Orange County Room (Administration Building) per Day Use for NMUSD Meetings ....\$ 1,200.00  
Based on 10 days usage

**TOTAL OCFEC IN-KIND TRADE VALUE: .....\$ 10,200.00**



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Rare Fruit Growers, O.C. Chapter** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from  
**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:  
**California Rare Fruit Growers, O.C. Chapter 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.

**California Rare Fruit Growers, O.C. Chapter**  
**907 Ronda Savilla, Unit O**  
**Laguna Woods, CA 92637**

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

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

**Title: Richard Snyder, President O.C. Chapter**

**Title: Michele Richards, V.P. Business Development**

**AGREEMENT: R-002-16**  
**DATED: March 16, 2016**  
**WITH: CA Rare Fruit Growers, O.C. Chapter**  
**PHONE: (714) 556-4125**

**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 third Thursday of the month (see dates below) between January and June, resuming in September through December. Monthly CA Rare Fruit Growers 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 21<sup>st</sup>, February 18<sup>th</sup>, March 17<sup>th</sup>, April 21<sup>st</sup>, May 19<sup>th</sup>, June 16<sup>th</sup>, September 15<sup>th</sup>,  
October 20<sup>th</sup>, November 17<sup>th</sup>, December 15<sup>th</sup>**

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of CA Rare Fruit Growers 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 CA Rare Fruit Growers 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 CA Rare Fruit Growers supplies and equipment after each meeting. Renter understands that there is no storage space available for CA Rare Fruit Growers 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 CA Rare Fruit Growers 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.
- To provide staff, and maintain an educational display during entire duration of the annual OC Fair.

**32<sup>nd</sup> District (OCFEC) will provide:**

- Tables and chairs for the monthly meeting.
- Access to Centennial Farm Gate and Silo Building.
- Booth space in Centennial Farm area during the annual OC Fair.
- Parking access through 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 (10<sup>th</sup>) day of applicable following calendar month.

DRAFT

REVIEWED \_\_\_\_\_

DATE **March 16, 2016**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from  
**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:  
**Orange County Wine Society Office Trailer**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**Office Operations for the Orange County Wine Society**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$250.00 per month**  
**\$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 Wine Society**  
**P.O. Box 11059**  
**Costa Mesa, CA 92627**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Jim Beard, President**

**Title: Michele A. Richards, V.P. Business Development**

AGREEMENT: R-005-16  
DATED: March 16, 2016  
WITH: Orange County Wine Society  
PHONE: (714) 708-1636

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2016 and ending December 31, 2016

BUILDING(S)/ LOCATION(S): OC Wine Society Office Trailer

Orange County Wine Society (OCWS) Agrees:

- To share refrigeration space in the Cellar and Building 15 with OCFEC for purpose of storing competition wines.
- To accept current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- **That it is understood that the OCFEC is currently researching and developing further implementation of its property master plan. A minimum of ninety (90) days notice will be provided to the Renter by OCFEC if master plan implementation affects the existing rental location or Renter's access. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, same shall be at the sole expense of Renter.**
- That an OCFEC overnight permit is required for any equipment left overnight on OCFEC property.
- To ensure that OCWS members will not consume wine or other alcohol during setup and tear down of any OCWS events held on OCFEC property. This includes all OCWS functions, 2016 OC Fair events and/or any other times that OCWS members are engaged in on-premise labor, construction and/or operating of machinery, equipment or vehicles of any kind including personal vehicles.
- To ensure that current Proof of Workers Compensation Insurance is on file at all times.
- To understand and inform OCWS members that parking within show areas and around buildings during year round events is strictly prohibited. All participants **must** park in areas as directed by OCFEC Parking Staff. OCWS members needing to unload supplies will be allowed to do so if possible, then must immediately move same vehicle to a parking area specified by OCFEC staff.
- That the dates below are subject to Limited Access or **NO ACCESS** onto OCFEC premises. **Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales and Services Department at (714) 708-1572 for prior approval.** OCFEC to contact Renter if any additions or deletions are made to event dates as follows:
  - February 12 TET Festival Limited Access
  - February 13 - 14 TET Festival Limited Access
  - April 11 - 17 Imaginology Limited Access
  - April 20 - 21 America's Family Pet Expo Limited Access
  - April 22 - 24 America's Family Pet Expo **NO ACCESS**
  - April 25 - 29 OC Marathon Limited Access
  - April 30 - May 1 OC Marathon **NO ACCESS**
  - May 28 - 29 Scottish Fest **NO ACCESS**
  - July 15 - August 14 OC Fair **OC Fair identification badge or ticket is required to enter the event.**
  - September 2 - 4 Great Labor Day Cruise **NO ACCESS**
  - September 12 - 14 Sand Sports Super Show Limited Access
  - September 15 - 18 Sand Sports Super Show **NO ACCESS**
  - September 22 - 23 Cruisin' For A Cure Limited Access
  - September 24 Cruisin' For A Cure **NO ACCESS**
  - October 8 - 31 Tentative event
  - December 13 - January 8 Tentative expansion of event
- That event dates are subject to change and additional No Access/Limited Access days may be added as events are booked.

• **To successfully conduct the annual Commercial Wine Competition for the OC Fair & Event Center as follows:**

1. Appoint a responsible party to ensure that competition is accomplished in a timely and effective manner.
2. Arrange for an adequate off-site facility to conduct the competition, and meet requirements as follows:
  - a. Sufficient room to permit judging to be accomplished in conditions undisturbed by outside noise and interference.
  - b. Sufficient room to easily enable stewards and support staff to move large quantities of wine.
  - c. Capability for washing and drying tasting glasses in a manner consistent with approved sanitation practices.
  - d. Adequate security.
  - e. A large area suitable for conducting the Judges' Dinner.
3. Expend necessary funds to conduct competition within the framework of approved OCWS Board of Directors annual budget. OCWS to exercise strict control over who has purchasing authority.
4. The President of OCWS, the Competition Chairperson and the Director of Judges shall serve on the Wine Steering Committee to select award-winning wines.
5. Coordinate and catalog all wine entries.
6. Provide pre-competition, on-site and post-competition computer hardware/software support.
7. Procure necessary blank form stock for wine entries, bottle labels, judging sheets and computer reports as well as any publications necessary to conduct the competition program.
8. The OCWS President shall select a Competition Chairperson. In the event that current Director of Judges is unable to continue his/her duties, he/she shall recommend a successor nominee to the OCWS Board of Directors and OCFEC for approval.
9. Provide sufficient staff and stewards to support the judging of wines.
10. Select the dinner menu for the Judges' Dinner, and assist with the selection of accompanying wines.
11. Purchase a plaque for each new judge, or a year plate for each returning judge. Purchase another plaque for judges when their existing plaque space is filled.
12. Bag and store all wines in preparation for judging.
13. Procure necessary award ribbons and send same to winning wineries. OCFEC will assist with the ordering of ribbons.
14. Select a printer for the Award Booklets, and award the contract. Have booklets available by Opening Day of the OC Fair.
15. Notify all wineries of their award by letter and in conjunction with time when results are released to OCFEC Communications Department.
16. Provide OCFEC with twenty (20) Award Booklets and one (1) case of thirty-six (36) wine glasses.
17. Provide OCFEC with eight (8) bottles of red and eight (8) bottles of white award winning and non-award winning competition wines to be used for general Fair purposes as well as in gift baskets. Provide OCFEC with ten (10) cases of mixed variety wine to be used for annual conventions and/or other business related functions.
18. Abide by liability insurance and license requirements as specified in the annual Rental Agreement as well as in OCFEC Handbook sections that address Exhibitor, Concessionaire, Radio Station and Sponsorship regulations. TIPS or TEAM certification is required for all servers working in The Courtyard.
19. Submit Form 990 to OCFEC.
20. Provide wine for OCFEC Board of Directors dinner every night of the OC Fair. Supply the bar located at OCFEC Board of Directors dinner with two (2) cases of red wine and two (2) cases of white wine by Opening Day of the Fair. Conduct inventory of wine each morning and replenish as needed before daily opening of the OC Fair.
21. Provide each OCFEC Board of Director with two (2) bottles of red wine and two (2) bottles of white wine after conclusion of the Commercial Wine Competition.
22. Work collaboratively during the OC Fair with OCFEC Sales Department to coordinate integration of sponsorship activities, signage and other materials into The Courtyard.

**OC Fair & Event Center (OCFEC) agrees to support the OCWS Commercial Wine Competition program as follows:**

1. Approve OCWS appointment of the Director of Judges. Appoint a minimum of five (5) people to the Wine Steering Committee, with duties that include making award selections based upon Judges' recommendations.
2. To provide an OCFEC wine competition liaison to the OCWS.
3. Assist with ordering of award ribbons for the competition program.
4. Encourage OCFEC Board, Wine Steering Committee and other key invited guests to attend the Judges' Dinner.
5. Provide sufficient storage space for wines as well as necessary working area for OCWS support teams in Building #15/Environmental Controlled Cooler.
6. Assist OCWS with other administrative duties if requested.
7. Provide an adequate venue at OCFEC for OCWS to sell wine and wine products. OCFEC will not receive any rental fees or percentage payment in exchange for in-kind service provided by OCWS while conducting the wine competition.
8. Provide working credentials to member volunteers who work at The Courtyard during the OC Fair.
9. Reserve a table for ten (10) OCWS members (selected by OCWS President) to attend one (1) night at OCFEC Board of Directors dinners during the OC Fair.
10. Discuss and coordinate integration of OCFEC sponsorship agreements, activities, signage and other materials into The Courtyard throughout the OC Fair.
11. Refrigerated space for storage of competition wines to be provided on OCFEC property throughout 2016.

**Both Orange County Wine Society (OCWS) and OC Fair & Event Center (OCFEC) agree that duties of the Director of Judges are as follows:**

1. Work with OCWS and OCFEC to ensure a successful wine competition.
2. Ensure sufficient qualified judges are available to serve at the wine competition.
3. Be on site and available to OCWS prior to the event in order to coordinate final details pertaining to:
  - a. Creation of the judging panels.
  - b. Verification of submitted wines and applicable entry information.
4. Be on site during wine competition, fulfilling the role of Director of Judges.
5. Serve as Chairperson of the Wine Steering Committee.
6. Assist with verifying award-winning wines.

**Monthly Rent Payment Schedule:**

Payment of \$250.00 is due on the fifth (5<sup>th</sup>) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1<sup>st</sup>) day of the following calendar month.



REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Apex Performance** 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 - 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:

**Toyota Prius Sales Training**

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

**\$25,526.50**

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.

**Apex Performance**  
**25 Empire Drive, Suite 200**  
**Lake Forest, CA 92630**

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

By\_\_\_\_\_

By\_\_\_\_\_

**Title: Lauren Kerivan, Producer**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Toyota Prius Sales Training	<b>Contract No:</b>	R-040-16
<b>Contact Person:</b>	Lauren Kerivan	<b>Phone:</b>	(949) 916-2055
<b>Event Dates:</b>	01/19/2016 - 01/21/2016	<b>Hours:</b>	6:00 AM - 6:00 PM

**Vehicle Parking Fee:** Parking Buyout (*See Summary*) **Projected Attendance:** 150 Per Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
The Hangar	01/18/2016 08:00 AM - 06:00 PM	Move In	1,650.00
Parking Lot I	01/18/2016 08:00 AM - 06:00 PM	Move In	900.00
<b>Tuesday</b>			
The Hangar	01/19/2016 06:00 AM - 06:00 PM	Event	3,300.00
Parking Lot I	01/19/2016 06:00 AM - 06:00 PM	Event	1,800.00
<b>Wednesday</b>			
The Hangar	01/20/2016 06:00 AM - 06:00 PM	Event	3,300.00
Parking Lot I	01/20/2016 06:00 AM - 06:00 PM	Event	1,800.00
<b>Thursday</b>			
The Hangar	01/21/2016 06:00 AM - 06:00 PM	Event	3,300.00
Parking Lot I	01/21/2016 06:00 AM - 06:00 PM	Event	1,800.00

**- Move out must be completed by 11:59 PM on Thursday - January 21, 2016 to avoid additional charges. Total: 17,850.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	TBD	TBD EA	125.00 EA/DAY	TBD
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair ( <i>Individual</i> )	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
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
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper ( <i>In-House</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
<b>Total:</b>				<b>1,502.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<b>Event Day</b>				
Janitorial Attendant	01/19/2016 Estimate 6 Hours in the AM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	01/19/2016 Estimate 6 Hours in the PM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	01/20/2016 Estimate 6 Hours in the AM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	01/20/2016 Estimate 6 Hours in the PM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	01/21/2016 Estimate 6 Hours in the AM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	01/21/2016 Estimate 6 Hours in the PM	2.00 EA	20.00 HR	240.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	01/18/2016 06:00 PM - 01/19/2016 06:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	01/19/2016 06:00 PM - 01/20/2016 06:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	01/20/2016 06:00 PM - 01/21/2016 06:00 AM	1.00 EA	20.00 HR	240.00
<b>Outside Services</b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50

**Total: 3,014.50**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$17,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,516.50
Parking Buyout ( <i>Based on 270 Vehicles at \$8.00 each</i> )	\$2,160.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$25,526.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/01/2016	\$25,526.50
	<b>Total:</b>	<b>\$25,526.50</b>
	<b>Payment Total:</b>	<b>\$25,526.50</b>

**Please Remit Payment in \*Check Only\***

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

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

### OVATIONS 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 **March 16, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pacific Coast Sportfishing Magazine** hereinafter, called the Rentor

**WITNESSETH:**

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

**February 17 - 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:

**Pacific Coast Sportfishing Festival**

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

**\$28,129.50**

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

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

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

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

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

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

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

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

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

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

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

**Pacific Coast Sportfishing Magazine**  
**881 Dover Drive, Suite 100**  
**Newport Beach, CA 92663**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Drew Lawler, President**

**Title: Michele Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b> Pacific Coast Sportfishing Festival	<b>Contract No:</b> R-053-16 REVISED
<b>Contact Person:</b> Drew Lawler	<b>Phone:</b> (949) 650-3474
<b>Event Dates:</b> 02/19/2016 - 02/21/2016	<b>Hours:</b> Friday: 1:00 PM - 5:00 PM
	Saturday: 10:00 AM - 5:00 PM
	Sunday: 10:00 AM - 5:00 PM

**Admission Price:** Adult: \$10 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>
<b>Wednesday</b>			
Costa Mesa Building (#10)	02/17/2016 08:00 AM - 10:00 PM	Move In	2,050.00
<b>Thursday</b>			
Costa Mesa Building (#10)	02/18/2016 08:00 AM - 10:00 PM	Move In	2,050.00
<b>Friday</b>			
Costa Mesa Building (#10)	02/19/2016 01:00 PM - 05:00 PM	Event	4,100.00
<b>Saturday</b>			
Costa Mesa Building (#10)	02/20/2016 10:00 AM - 06:00 PM	Event	4,100.00
<b>Sunday</b>			
Costa Mesa Building (#10)	02/21/2016 10:00 AM - 06:00 PM	Event	4,100.00
<b>Monday</b>			
Costa Mesa Building (#10)	02/22/2016 06:00 AM - 12:00 PM	Move Out	Included

**-OCFEC is not responsible for boats and equipment staged on grounds.**

**-Move out must be completed by 12:00 PM on Monday - February 22, 2016 to avoid additional charges. Total: \$16,400.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade ( <i>Plastic</i> )	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EVT	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Hang Tag - 3 Day	Estimate 50	50.00 EA	12.00 EA	600.00
Man Lift ( <i>Banners</i> )	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	02/19/2016 - 02/21/2016	2.00 EA	75.00 EA/DAY	450.00
Portable Public Address System	TBD	TBD EA	120.00 EA/DAY	TBD
Public Address System ( <i>Per Building</i> )	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper ( <i>In-House</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth ( <i>Double Window</i> )	Estimate 1	1.00 EA	100.00 EVT	100.00
<b>Total:</b>				<b>3,955.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
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
<b>Event Days</b>				
Grounds Attendant Lead	02/19/2016 12:00 PM - 05:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	02/19/2016 12:00 PM - 05:00 PM	3.00 EA	20.00 HR	300.00
Janitorial Attendant	02/19/2016 12:00 PM - 05:00 PM	3.00 EA	20.00 HR	300.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	02/20/2016 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	02/20/2016 09:00 AM - 05:00 PM	3.00	EA	20.00	HR	480.00
Janitorial Attendant	02/20/2016 09:00 AM - 05:00 PM	3.00	EA	20.00	HR	480.00
Grounds Attendant Lead	02/21/2016 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	02/21/2016 09:00 AM - 05:00 PM	3.00	EA	20.00	HR	480.00
Janitorial Attendant	02/21/2016 09:00 AM - 05:00 PM	3.00	EA	20.00	HR	480.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
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 1 Hour	1.00	HR	50.00	HR	50.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	02/19/2016 12:00 PM - 05:00 PM	1.00	EA	40.00	HR	200.00
Event Coordinator	02/20/2016 09:00 AM - 05:00 PM	1.00	EA	40.00	HR	320.00
Event Coordinator	02/21/2016 09:00 AM - 05:00 PM	1.00	EA	40.00	HR	320.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 14 Hours	14.00	HR	30.00	HR	420.00
Parking Attendant	Estimate 28 Hours	28.00	HR	20.00	HR	560.00
<b>Safety &amp; Security</b>						
Security Attendant Lead	02/19/2016 12:30 PM - 05:30 PM	TBD	EA	30.00	HR	TBD
Security Attendant Lead	02/20/2016 09:30 AM - 05:30 PM	TBD	EA	30.00	HR	TBD
Security Attendant Lead	02/21/2016 09:30 AM - 05:30 PM	TBD	EA	30.00	HR	TBD
Security Attendant	02/19/2016 12:30 PM - 05:30 PM	TBD	EA	20.00	HR	TBD
Security Attendant	02/20/2016 09:30 AM - 05:30 PM	TBD	EA	20.00	HR	TBD
Security Attendant	02/21/2016 09:30 AM - 05:30 PM	TBD	EA	20.00	HR	TBD
<b>Technology</b>						
Technology Attendant	Flat Fee ( <i>Audio Configuration Fee</i> )	TBD	EA	100.00	EVT	TBD
<b>Outside Services</b>						
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50	HR	263.00	HR	394.50
Trash Collection and Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
					<b>Total:</b>	<b>\$6,274.50</b>

## Summary

Facility Rental Total	\$16,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,229.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$28,129.50</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/03/2016	\$14,064.75
Second Payment	02/10/2016	\$14,064.75
<b>Total:</b>		<b>\$28,129.50</b>
<b>Payment Total:</b>		<b>\$28,129.50</b>

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

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

### **BANNERS**

All banner locations and sizes must be reviewed and approved by OCFEC.

### **CANOPIES**

No canopies or pop-up tents are allowed in the buildings or breezeways.

### **MAIN MALL**

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

### **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 March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Bugorama 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

**June 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:

**The Classic - VW Car Show**

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

**\$25,839.50**

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

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

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

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

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

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

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

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

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

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

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

**Bugorama Promotions  
P.O. Box 60873  
Sacramento, CA 95860**

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

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

**Title: Steve Hole, Event Coordinator**

**Title: Michele A. Richards, V.P. Business Development**



# EXHIBIT A

## Event Information

<b>Event Name:</b>	The Classic - VW Car Show	<b>Contract No:</b>	R-058-16
<b>Contact Person:</b>	Steve Hole	<b>Phone:</b>	(916) 837-5859
<b>Event Dates:</b>	06/12/2016	<b>Hours:</b>	6:30 AM - 4:00 PM

**Admission Price:** Adult: \$20.00 Child (6-12): \$5.00

**Vehicle Parking Fee:** \$8.00 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>
<b>Saturday</b>			
Park Plaza	06/11/2016 12:00 PM - 06:00 PM	Move In	650.00
<b>Sunday</b>			
Campground	06/12/2016 06:30 AM - 04:00 PM	Event	2,200.00
Country Meadows	06/12/2016 06:30 AM - 04:00 PM	Event	1,700.00
Crafters Village	06/12/2016 06:30 AM - 04:00 PM	Event	900.00
Festival Field Asphalt	06/12/2016 06:30 AM - 04:00 PM	Event	3,300.00
Festival Field Dirt	06/12/2016 06:30 AM - 04:00 PM	Event	2,200.00
Park Plaza	06/12/2016 06:30 AM - 04:00 PM	Event	1,300.00

**-Move out must be completed by 11:59 PM on Sunday - June 12, 2016 to avoid additional charges. Total: 12,250.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop (RV Cable)	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Plastic)	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
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
Hang Tag - 1 Day	Estimate 70	70.00 EA	4.00 EA	280.00
Portable Electronic Message Board	06/12/2016	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00

**Total: 2,590.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 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 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Day</b>				
Grounds Attendant Lead	06/12/2016 05:00 AM - 04:30 PM	1.00 EA	30.00 HR	345.00
Grounds Attendant	06/12/2016 05:00 AM - 04:30 PM	6.00 EA	20.00 HR	1,380.00
Janitorial Attendant	06/12/2016 05:00 AM - 04:30 PM	12.00 EA	20.00 HR	2,760.00
Electrician	06/12/2016 05:00 AM - 04:30 PM	1.00 EA	50.00 HR	575.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/12/2016 05:00 AM - 04:30 PM	1.00 EA	40.00 HR	460.00
<b>Parking</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant Lead	06/12/2016 05:00 AM - 04:30 PM	1.00 EA	30.00 HR	345.00
Security Attendant	06/12/2016 05:00 AM - 04:30 PM	4.00 EA	20.00 HR	920.00

### Outside Services

Event Medical Services	06/12/2016 05:00 AM - 04:30 PM	2.00 EA	20.00 HR	460.00
Sound Engineer	06/12/2016 TBD	1.00 EA	230.00 HR	TBD
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	TBD EA	TBD EVT	TBD

**Total: 9,499.50**

### Summary

Facility Rental Total	\$12,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,089.50
Refundable Deposit	\$1,500.00

**Grand Total: \$25,839.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$3,062.50
Second Payment	03/11/2016	\$7,593.00
Third Payment	04/12/2016	\$7,592.00
Fourth Payment	05/12/2016	\$7,592.00

**Total: \$25,839.50**

**Payment Total: \$25,839.50**

Please Remit Payment in \*Check or Credit Card\*

\*\*Any check payment received less than thirty (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 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.

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

### PRE-STAGING OF VEHICLES

Must be discussed and planned with OCFEC Parking Department.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. Contracted sound company within this event to be determined by OCFEC. **All amplified music/sound must end by 4:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, Bugorama Productions must comply with request.**

### SWAP MEET VENDORS

Bugorama Swap Meet Vendors may only sell items related to VW vehicles. Due to the OC Market Place operating onsite on same weekend, items deemed in direct competition with the OC Market Place will not be allowed to be sold in the Bugorama Swap Meet vendor area.

REVIEWED \_\_\_\_\_

DATE March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Synergy Global Entertainment, 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 3 - 7, 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:

**Musink Tattoo Convention & Music Festival**

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

**\$110,910.20**

- 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.

**Synergy Global Entertainment, Inc  
26052 Merit Circle #107  
Laguna Hills, CA 92653**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: John Reese, President/CEO**

**Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

**Event Name:** Musink Tattoo Convention & Music Festival  
**Contact Person:** Bill Hardie  
**Event Dates:** 03/04/2016 - 03/06/2016  
**Contract No:** R-063-16  
**Phone:** (714) 925-3327  
**Hours:** Friday: 3:00 PM - 10:00 PM  
Saturday: 12:00 PM - 10:00 PM  
Sunday: 12:00 PM - 9:00 PM  
**Admission Price:** One Day Pass: \$25.00/\$45.00 Three Day Pass: \$60.00/\$120.00 VIP Pass: \$99.00 One Day

**Vehicle Parking Fee:** \$8.00 General Parking

**Projected Attendance:** 3,500 Per Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Baja Blues	03/03/2016 06:00 AM - 11:30 PM	Move In	350.00
Costa Mesa Building (#10)	03/03/2016 06:00 AM - 11:30 PM	Move In	2,050.00
Huntington Beach Building (#12)	03/03/2016 06:00 AM - 11:30 PM	Move In	1,550.00
The Hangar	03/03/2016 06:00 AM - 11:30 PM	Move In	1,650.00
<b>Friday</b>			
Baja Blues	03/04/2016 03:00 PM - 10:00 PM	Event	700.00
Costa Mesa Building (#10)	03/04/2016 03:00 PM - 10:00 PM	Event	4,100.00
Huntington Beach Building (#12)	03/04/2016 03:00 PM - 10:00 PM	Event	3,100.00
The Hangar	03/04/2016 03:00 PM - 10:00 PM	Event	3,300.00
<b>Saturday</b>			
Baja Blues	03/05/2016 12:00 PM - 10:00 PM	Event	700.00
Costa Mesa Building (#10)	03/05/2016 12:00 PM - 10:00 PM	Event	4,100.00
Huntington Beach Building (#12)	03/05/2016 12:00 PM - 10:00 PM	Event	3,100.00
The Hangar	03/05/2016 12:00 PM - 10:00 PM	Event	3,300.00
<b>Sunday</b>			
Baja Blues	03/06/2016 12:00 PM - 09:00 PM	Event	700.00
Costa Mesa Building (#10)	03/06/2016 12:00 PM - 09:00 PM	Event	4,100.00
Huntington Beach Building (#12)	03/06/2016 12:00 PM - 09:00 PM	Event	3,100.00
The Hangar	03/06/2016 12:00 PM - 09:00 PM	Event	3,300.00
<b>Monday</b>			
Baja Blues	03/07/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/07/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/07/2016 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	03/07/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - March 07, 2016 to avoid additional charges.

**Total: 39,200.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet	03/04/2016 - 03/06/2016	3.00 EA	125.00 EA/DAY	1,125.00
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
4-Channel Audio Mixer	03/04/2016 - 03/06/2016	1.00 EA	35.00 EA/DAY	105.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 15	15.00 EA	15.00 EA	225.00
Clip Lights	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 200	200.00 EA	18.00 EA	3,600.00
Electrical Splitter Box	Estimate 25	25.00 EA	55.00 EA	1,375.00
Electrical Usage Rate - Bldg 10	Estimate Only	3.00 DAY	750.00 DAY	2,250.00
Electrical Usage Rate - Bldg 12	Estimate Only	3.00 DAY	500.00 DAY	1,500.00
Electrical Usage Rate - Hangar	Estimate Only	3.00 DAY	1,000.00 DAY	3,000.00
Electrical Usage Rate Star Trailers	Estimate Only	3.00 DAY	125.00 DAY	375.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Forklift - Rockstar	Estimate 5 Hours (Based on 2015 Usage)	5.00 HR	75.00 HR	375.00
Hang Tag - 1 Day	Estimate 70	70.00 EA	4.00 EA	280.00
Hang Tag - 3 Day	Estimate 300	300.00 EA	12.00 EA	3,600.00
Man Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board (7 Consecutive Days)	02/29/2016 - 03/06/2016	1.00 WK	450.00 WK	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	03/04/2016 - 03/06/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (2 Buildings)	03/04/2016 - 03/06/2016	2.00 EA	75.00 EA/DAY	450.00

# EXHIBIT A

## Event Information

Scissor Lift ( <i>Banners</i> )	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Stanchion	Estimate 70 ( <i>Based on 2015</i> )	70.00 EA	5.00 EA	350.00
Sweeper ( <i>In-House</i> )	Estimate 25 Hours	25.00 HR	75.00 HR	1,875.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EA	300.00
Wireless Router	Estimate 13	13.00 EA	75.00 EVT	975.00
Yellow Bollards ( <i>Rockstar</i> )	TBD	TBD EA	15.00 EA	TBD

**Total: 23,735.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 7 Hours	7.00 HR	30.00 HR	210.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	20.00 HR	1,000.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	20.00 HR	400.00
Electrician	Estimate 10 Hours	10.00 HR	50.00 HR	500.00
Plumber	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Days</b>				
<b>Event Hours: 3:00 PM - 10:00 PM</b>				
Grounds Attendant Lead	03/04/2016 02:00 PM - 03/05/2016 01:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	03/04/2016 02:00 PM - 03/05/2016 01:00 AM	3.00 EA	20.00 HR	660.00
Janitorial Attendant	03/04/2016 02:00 PM - 11:00 PM	9.00 EA	20.00 HR	1,620.00
Janitorial Attendant	03/04/2016 03:00 PM - 03/05/2016 12:00 AM	2.00 EA	20.00 HR	360.00
Electrician	03/04/2016 03:30 PM - 10:00 PM	1.00 EA	50.00 HR	325.00
<b>Event Hours: 12:00 PM - 10:00 PM</b>				
Grounds Attendant Lead	03/05/2016 11:00 AM - 03/06/2016 12:00 AM	1.00 EA	30.00 HR	390.00
Grounds Attendant	03/05/2016 11:00 AM - 03/06/2016 12:00 AM	3.00 EA	20.00 HR	780.00
Janitorial Attendant	03/05/2016 11:00 AM - 11:00 PM	9.00 EA	20.00 HR	2,160.00
Janitorial Attendant	03/05/2016 12:00 PM - 03/06/2016 12:00 AM	2.00 EA	20.00 HR	480.00
Electrician	03/05/2016 03:30 PM - 10:00 PM	1.00 EA	50.00 HR	325.00
<b>Event Hours: 12:00 PM - 9:00 PM</b>				
Grounds Attendant Lead	03/06/2016 11:00 AM - 03/07/2016 12:00 AM	1.00 EA	30.00 HR	390.00
Grounds Attendant	03/06/2016 11:00 AM - 09:00 PM	3.00 EA	20.00 HR	600.00
Grounds Attendant	03/06/2016 09:00 PM - 03/07/2016 12:00 AM	2.00 EA	20.00 HR	120.00
Janitorial Attendant	03/06/2016 11:00 AM - 09:00 PM	12.00 EA	20.00 HR	2,400.00
Electrician	03/06/2016 03:30 PM - 09:00 PM	1.00 EA	50.00 HR	275.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 65 Hours	65.00 HR	20.00 HR	1,300.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	20.00 HR	400.00
Electrician	Estimate 10 Hours	10.00 HR	50.00 HR	500.00
Plumber	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	03/04/2016 02:00 PM - 10:30 PM	1.00 EA	40.00 HR	340.00
Event Coordinator	03/05/2016 11:00 AM - 10:30 PM	1.00 EA	40.00 HR	460.00
Event Coordinator	03/06/2016 11:00 AM - 09:30 PM	1.00 EA	40.00 HR	420.00
<b><u>Parking</u></b>				
<b>Set Up</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant ( <i>Artist/Production Gates</i> )	Estimate 60 Hours	60.00 HR	20.00 HR	1,200.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant*	03/04/2016 02:00 PM - 10:30 PM	2.00 EA	20.00 HR	340.00
Security Attendant*	03/05/2016 11:00 AM - 10:30 PM	2.00 EA	20.00 HR	460.00
Security Attendant*	03/06/2016 11:00 AM - 09:30 PM	2.00 EA	20.00 HR	420.00
* Two (2) Security Attendants outside event perimeter				
<b><u>Technology</u></b>				
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
Technology Attendant	03/04/2016 03:00 PM - 10:00 PM	1.00 EA	40.00 HR	280.00
Technology Attendant	03/05/2016 12:00 PM - 10:00 PM	1.00 EA	40.00 HR	400.00

# EXHIBIT A

## Event Information

Technology Attendant	03/06/2016 12:00 PM - 09:00 PM	1.00	EA	40.00 HR	360.00
<b>Outside Services</b>					
Event Medical Services	03/04/2016 02:00 PM - 11:00 PM (Estimate Only)	3.00	EA	20.00 HR	540.00
Event Medical Services	03/05/2016 11:00 AM - 11:00 PM (Estimate Only)	3.00	EA	20.00 HR	720.00
Event Medical Services	03/06/2016 11:00 AM - 09:30 PM (Estimate Only)	3.00	EA	20.00 HR	630.00
<b>Estimate Only (Based on 2015)</b>					
Orange County Sheriff Services	03/04/2016 02:00 PM - 11:00 PM	8.00	EA	5,576.54 DAY	7,582.32
Orange County Sheriff Services	03/05/2016 11:00 AM - 11:00 PM	3.00	EA	3,838.79 DAY	3,791.16
Orange County Sheriff Services	03/05/2016 05:30 PM - 11:00 PM	5.00	EA	2,855.37 DAY	2,896.02
Orange County Sheriff Services	03/06/2016 11:00 AM - 10:00 PM	3.00	EA	4,736.27 DAY	3,475.23
Orange County Sheriff Services	03/06/2016 05:30 PM - 10:00 PM	5.00	EA	2,855.37 DAY	2,369.47
Sound Engineer	Pre Event Estimate 2 Hours	2.00	EA	230.00 HR	460.00
Sound Engineer	03/04/2016 Estimate 3 Hours	3.00	EA	230.00 HR	690.00
Sound Engineer	03/05/2016 Estimate 3 Hours	3.00	EA	230.00 HR	690.00
Sound Engineer	03/06/2016 Estimate 2 Hours	2.00	EA	230.00 HR	460.00
<b>Sound Engineer not required if all music is inside buildings with doors closed.</b>					
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	2.00	HR	263.00 HR	526.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,100.00 EVT	1,100.00
<b>Total:</b>					<b>46,975.20</b>

### Summary

Facility Rental Total	\$39,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$70,710.20
Refundable Deposit	\$1,000.00
<b>Grand Total: \$110,910.20</b>	

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/22/2016	\$55,455.10
Second Payment	02/05/2016	\$55,455.10
<b>Total:</b>		<b>\$110,910.20</b>
<b>Payment Total:</b>		<b>\$110,910.20</b>

**Please Remit Payment in \*Check Only\***  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

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

### CANS AND GLASS

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

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

\*\*\* Spectra will raise the price of alcohol beverages by \$1.00 for wine, cocktails, small beers/24oz bottled beer, and increase large draft beer by \$2.00. Spectra will pay the applicable increase on alcohol beverage sales to OCFEC. Synergy Global Entertainment, Inc. will receive the applicable \$1.00 or \$2.00 rebate per number of units of alcohol beverages sold, less CA Sales Tax.

### PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

# EXHIBIT A

## Event Information

### RIGGING

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

### SECURITY

A security plan must be submitted to OCFEC by no later than **February 19, 2016**.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor must be on site for sound check and all music performances. **All amplified music/sound must end by 10:00 PM on Friday, Saturday and by 9:00 PM on Sunday. Should the Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Synergy Global Entertainment Inc, must comply with request. Bull horns or similar devices are not allowed.** Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound.

### TOBACCO SPONSORSHIP, SALES AND SAMPLING

Sponsorship, sale of cigarettes/tobacco products and electronic smoking devices, and sampling of cigarettes/tobacco products and electronic smoking devices is permitted subject to applicable law.

Should complaints arise due to the sale of or distribution of cigarettes/tobacco products and electronic smoking devices to minors, the operation will be required to cease and close immediately during the event.

No smoking of tobacco products, electronic cigarettes, vaporizers and oil/wax pens allowed in any exhibit building, Baja Blues, Courtyard (if applicable), OC Promenade (The Span) and/or Santa Ana Pavilion (Parade of Products).

No smoking of tobacco products, electronic cigarettes, vaporizers and oil/wax pens allowed within twenty (20) feet of any State building.

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**John Reese, President/CEO**

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**Kathy Kramer, Chief Executive Officer**

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**Juan Quintero, General Manager, Spectra**

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **World Pet Association, 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 **April 18 - 25, 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:

**America's Family Pet Expo**

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

**\$107,908.50**

- 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.

**World Pet Association, Inc.**  
**135 West Lemon Avenue**  
**Monrovia, CA 91016**

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

By\_\_\_\_\_Date\_\_\_\_\_

By\_\_\_\_\_Date\_\_\_\_\_

**Title: Doug Poindexter, President**

**Title: Kathy Kramer, Chief Executive Officer**



# EXHIBIT A

## Event Information

**Event Name:** America's Family Pet Expo  
**Contact Person:** Doug Poindexter  
**Event Dates:** 04/22/2016 - 04/24/2016

**Contract No:** R-065-16  
**Phone:** (626) 447-2222  
**Hours:** Friday: 10:00 AM - 6:00 PM  
 Saturday: 10:00 AM - 7:00 PM  
 Sunday: 10:00 AM - 6:00 PM

**Admission Price:** Adult: \$13.00 Senior (60+): \$11.00 Child (6-12): \$8.00

**Vehicle Parking Fee:** \$8.00 General Parking

**Projected Attendance:** 42,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Action Sports Arena	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Anaheim Building (#16)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Baja/Arena Lawn	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Centennial Way	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Lane	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Meadows	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Courtyard	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Covered Arena	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Crafters Village	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Family Fair Way (Commerce Way)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Festival Field Asphalt	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Livestock Lane	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Main Mall	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
OC Promenade (The Span)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Park Plaza	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Parking Lot I	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
South Lawn	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
The Hangar	04/18/2016 08:00 AM - 07:00 PM	Move In	0.00
<b>Tuesday</b>			
Action Sports Arena	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Anaheim Building (#16)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Baja/Arena Lawn	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Centennial Way	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Lane	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Meadows	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Courtyard	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Covered Arena	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Crafters Village	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Family Fair Way (Commerce Way)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Festival Field Asphalt	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Livestock Lane	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Main Mall	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
OC Promenade (The Span)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Park Plaza	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Parking Lot I	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
South Lawn	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
The Hangar	04/19/2016 08:00 AM - 07:00 PM	Move In	0.00
<b>Wednesday</b>			
Action Sports Arena	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Anaheim Building (#16)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Baja/Arena Lawn	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Centennial Way	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Lane	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00

# EXHIBIT A

## Event Information

Country Meadows	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Courtyard	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Covered Arena	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Crafters Village	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Family Fair Way (Commerce Way)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Festival Field Asphalt	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Livestock Lane	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/20/2016 10:00 AM - 07:00 PM	Move In	0.00
Main Mall	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
OC Promenade (The Span)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Park Plaza	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Parking Lot I	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
South Lawn	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00
The Hangar	04/20/2016 08:00 AM - 07:00 PM	Move In	0.00

### Thursday

Action Sports Arena	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Anaheim Building (#16)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Baja/Arena Lawn	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Centennial Way	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Country Lane	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Country Meadows	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Courtyard	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Covered Arena	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Crafters Village	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Family Fair Way (Commerce Way)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Festival Field Asphalt	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Livestock Lane	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Main Mall	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
OC Promenade (The Span)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Park Plaza	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Parking Lot I	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
South Lawn	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00
The Hangar	04/21/2016 08:00 AM - 08:00 PM	Move In	0.00

### Friday

Action Sports Arena	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Anaheim Building (#16)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Baja/Arena Lawn	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Centennial Way	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Country Lane	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Country Lane South (South Lawn)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Country Meadows	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Courtyard	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Covered Arena	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Crafters Village	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Family Fair Way (Commerce Way)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Livestock Lane	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Main Mall	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
OC Promenade (The Span)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Park Plaza	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Parking Lot I	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
South Lawn	04/22/2016 10:00 AM - 06:00 PM	Event	0.00
The Hangar	04/22/2016 10:00 AM - 06:00 PM	Event	0.00

### Saturday

# EXHIBIT A

## Event Information

Action Sports Arena	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Anaheim Building (#16)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Baja/Arena Lawn	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Centennial Way	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Costa Mesa Building (#10)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Country Lane	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Country Lane South (South Lawn)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Country Meadows	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Courtyard	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Covered Arena	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Crafters Village	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Family Fair Way (Commerce Way)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Festival Field Asphalt	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Huntington Beach Building (#12)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Livestock Lane	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Los Alamitos Building (#14)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Main Mall	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
OC Promenade (The Span)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Park Plaza	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Parking Lot I	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
South Lawn	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
The Hangar	04/23/2016 10:00 AM - 07:00 PM	Event	0.00
<b>Sunday</b>			
Action Sports Arena	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Anaheim Building (#16)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Baja/Arena Lawn	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Centennial Way	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Country Lane	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Country Lane South (South Lawn)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Country Meadows	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Courtyard	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Covered Arena	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Crafters Village	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Family Fair Way (Commerce Way)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Livestock Lane	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Main Mall	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
OC Promenade (The Span)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Park Plaza	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Parking Lot I	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
South Lawn	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
The Hangar	04/24/2016 10:00 AM - 06:00 PM	Event	0.00
<b>Monday</b>			
Action Sports Arena	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Anaheim Building (#16)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Asphalt Behind Costa Mesa Building (#10)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Baja/Arena Lawn	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Centennial Way	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Costa Mesa Building (#10)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Country Lane	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Country Lane South (South Lawn)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Country Meadows	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Courtyard	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Covered Arena	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Crafters Village	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Family Fair Way (Commerce Way)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Festival Field Asphalt	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Huntington Beach Building (#12)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Livestock Lane	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Los Alamitos Building (#14)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Main Mall	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00

# EXHIBIT A

## Event Information

OC Promenade (The Span)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Park Plaza	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Parking Lot I	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
South Lawn	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00
The Hangar	04/25/2016 06:00 AM - 11:00 PM	Move Out	0.00

**Total: See Facility Rental Fee\***

**\*Facility Rental Fee for America's Family Pet Expo shall consist of the OCFEC retaining twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000).**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet	04/22/2016 - 04/24/2016	2.00 EA	50.00 EA/DAY	300.00
20 Amp Drop	Estimate 9	9.00 EA	25.00 EA	225.00
50 Amp Drop	Estimate 10	10.00 EA	70.00 EA	700.00
Animal Pen	Estimate 30	30.00 EA	15.00 EA	450.00
Bag of Shaving	Estimate 50	50.00 EA	15.00 EA	750.00
Barricade	Estimate 100	100.00 EA	15.00 EA	1,500.00
Bench (Metal)	Estimate 35	35.00 EA	15.00 EA	525.00
Bleacher (100-Seat Section, 10' Long)	Estimate 4	4.00 EA	250.00 EA	1,000.00
Bleacher Rental (Action Sports Arena)**	TBD	TBD EA	TBD EA	TBD
Dumpster	Estimate 400	400.00 EA	18.00 EA	7,200.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 50 Hours	50.00 HR	75.00 HR	3,750.00
Hand Washing Station	Estimate 2	2.00 EA	100.00 EA	200.00
Hang Tag - 3 Day	Estimate 760	760.00 EA	12.00 EA	9,120.00
Info Booth	Estimate 3	3.00 EA	150.00 EA	450.00
Info Booth with Banners Printed	TBD	TBD EA	230.00 EA	TBD
Marquee Board (4 Weeks)	03/28/2016 - 04/24/2016	4.00 WK	450.00 WK	Included
Overall Public Address System	04/22/2016 - 04/24/2016	1.00 EA	250.00 EA/DAY	750.00
Picnic Table (Round or Rectangle)	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	04/22/2016 - 04/24/2016	4.00 EA	75.00 EA/DAY	900.00
Portable Electronic Message Board (Outside Rental - Estimate Only)	04/23/2016 - 04/24/2016	2.00 EA	530.00 EVT	1,060.00
Portable Light Pole (Crafters Village)	TBD	TBD EA	100.00 EA	TBD
Portable Public Address System (Repticon Display)	TBD (04/22/2016 - 04/24/2016)	TBD EA	120.00 EA/DAY	TBD
RV Camping (Campground)	TBD	TBD EA	40.00 EA/DAY	TBD
Scissor Lift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Straw Bale	Estimate 4	4.00 EA	5.00 EA	20.00
Sweeper (In-House)	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Ticket Booth (Double Window)	Estimate 10	10.00 EA	100.00 EA	1,000.00
Trussing Unit	Estimate 1	1.00 EA	100.00 EA	100.00
Umbrella w/Stand	Estimate 20	20.00 EA	15.00 EA	300.00

**Total: 35,150.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Admissions</b>				
Admissions Gate Lead	04/22/2016 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Admissions Sales Lead	04/22/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Admissions Office	04/22/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Money Room Attendant	04/22/2016 09:00 AM - 06:30 PM	1.00 EA	22.00 HR	209.00
Ticket Sellers & Takers	04/22/2016 08:30 AM - 06:00 PM	10.00 EA	20.00 HR	1,900.00
Admissions Gate Lead	04/23/2016 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Admissions Sales Lead	04/23/2016 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Admissions Office	04/23/2016 09:00 AM - 07:00 PM	1.00 EA	20.00 HR	200.00
Money Room Attendant	04/23/2016 09:00 AM - 07:30 PM	1.00 EA	22.00 HR	231.00
Ticket Sellers & Takers	04/23/2016 09:00 AM - 07:00 PM	24.00 EA	20.00 HR	4,800.00

# EXHIBIT A

## Event Information

Admissions Gate Lead	04/24/2016 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Admissions Sales Lead	04/24/2016 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Admissions Office	04/24/2016 09:00 AM - 06:00 PM	1.00	EA	20.00	HR	180.00
Money Room Attendant	04/24/2016 09:00 AM - 06:30 PM	1.00	EA	22.00	HR	209.00
Ticket Sellers & Takers	04/24/2016 09:00 AM - 05:00 PM	24.00	EA	20.00	HR	3,840.00

### Event Operations

#### **Set Up**

Grounds Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	20.00	HR	1,000.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	20.00	HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00	HR	250.00
Plumber	Estimate 4 Hours	4.00	HR	50.00	HR	200.00

#### **Event Day**

Grounds Attendant Lead	04/22/2016 08:00 AM - 07:30 PM	2.00	EA	30.00	HR	690.00
Grounds Attendant	04/22/2016 08:00 AM - 07:30 PM	4.00	EA	20.00	HR	920.00
Janitorial Attendant	04/22/2016 08:00 AM - 07:30 PM	12.00	EA	20.00	HR	2,760.00
Electrician	04/22/2016 10:00 AM - 06:00 PM	1.00	EA	50.00	HR	400.00
Plumber	04/22/2016 08:00 AM - 06:00 PM	1.00	EA	50.00	HR	500.00

Grounds Attendant Lead	04/23/2016 08:00 AM - 09:00 PM	2.00	EA	30.00	HR	780.00
Grounds Attendant	04/23/2016 08:00 AM - 09:00 PM	4.00	EA	20.00	HR	1,040.00
Janitorial Attendant	04/23/2016 08:00 AM - 09:00 PM	14.00	EA	20.00	HR	3,640.00
Electrician	04/23/2016 10:00 AM - 07:00 PM	1.00	EA	50.00	HR	450.00
Plumber	04/23/2016 08:00 AM - 07:00 PM	1.00	EA	50.00	HR	550.00

Grounds Attendant Lead	04/24/2016 08:00 AM - 06:00 PM	2.00	EA	30.00	HR	600.00
Grounds Attendant	04/24/2016 08:00 AM - 06:00 PM	4.00	EA	20.00	HR	800.00
Janitorial Attendant	04/24/2016 08:00 AM - 06:00 PM	14.00	EA	20.00	HR	2,800.00
Electrician	04/24/2016 10:00 AM - 06:00 PM	1.00	EA	50.00	HR	400.00
Plumber	04/24/2016 08:00 AM - 06:00 PM	1.00	EA	50.00	HR	500.00

#### **Clean Up**

Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	30.00	HR	600.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	20.00	HR	1,000.00
Janitorial Attendant	Estimate 30 Hours	30.00	HR	20.00	HR	600.00
Electrician	Estimate 5 Hours	5.00	HR	50.00	HR	250.00
Plumber	Estimate 4 Hours	4.00	HR	50.00	HR	200.00

### Event Sales & Services

Event Coordinator	04/22/2016 09:00 AM - 06:00 PM	1.00	EA	40.00	HR	360.00
Event Coordinator	04/23/2016 09:00 AM - 07:00 PM	1.00	EA	40.00	HR	400.00
Event Coordinator	04/24/2016 09:00 AM - 06:00 PM	1.00	EA	40.00	HR	360.00

### Parking

#### **Set Up**

Parking Attendant Lead	04/20/2016 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	04/20/2016 09:00 AM - 06:00 PM	4.00	EA	20.00	HR	720.00
Parking Attendant	04/20/2016 09:00 AM - 01:00 PM	1.00	EA	20.00	HR	80.00

Parking Attendant Lead	04/21/2016 07:00 AM - 08:00 PM	1.00	EA	30.00	HR	390.00
Parking Attendant	04/21/2016 07:00 AM - 08:00 PM	5.00	EA	20.00	HR	1,300.00
Parking Attendant	04/21/2016 09:00 AM - 01:00 PM	1.00	EA	20.00	HR	80.00
Parking Attendant - VIP Celebrities	04/22/2016 07:00 AM - 06:00 PM	1.00	EA	20.00	HR	220.00
Parking Attendant - VIP Celebrities	04/23/2016 07:00 AM - 07:00 PM	1.00	EA	20.00	HR	240.00
Parking Attendant - VIP Celebrities	04/24/2016 07:00 AM - 06:00 PM	1.00	EA	20.00	HR	220.00

### Safety & Security

#### **Set Up**

Security Attendant - Overnight (Bldgs 12/The Hangar)	04/20/2016 06:00 PM - 04/21/2016 07:30 AM	2.00	EA	20.00	HR	540.00
Security Attendant - Overnight Rover	04/20/2016 06:00 PM - 04/21/2016 07:30 AM	1.00	EA	20.00	HR	270.00

# EXHIBIT A

## Event Information

Security Attendant - Set Up (Bldgs 10/12/16/The Hangar)	04/21/2016 07:30 AM - 10:00 PM	4.00 EA	20.00 HR	1,160.00
Security Attendant - Overnight (Bldgs 12/16/The Hangar)	04/21/2016 10:00 PM - 04/22/2016 07:30 AM	3.00 EA	20.00 HR	570.00
Security Attendant - Overnight Rover	04/21/2016 06:00 PM - 04/22/2016 07:30 AM	1.00 EA	20.00 HR	270.00

**-See Exhibit "D" RE: Exhibit Set Up Building Security**

**Event Day**

**Friday**

Security Attendant Lead	04/22/2016 07:00 AM - 06:30 PM	1.00 EA	30.00 HR	345.00
Security Attendant - B&B Arena Gate	04/22/2016 07:00 AM - 10:00 AM	1.00 EA	20.00 HR	60.00
Security Attendant - Buildings (Bldgs 10/12/16/The Hangar/Adoptions)	04/22/2016 07:30 AM - 06:15 PM	5.00 EA	20.00 HR	1,075.00
Security Attendant - Campground Gate	04/22/2016 05:00 AM - 06:00 PM	1.00 EA	20.00 HR	260.00
Security Attendant - Gate 5 Crosswalk	04/22/2016 09:00 AM - 07:00 PM	2.00 EA	20.00 HR	400.00
Security Attendant - Rover	04/22/2016 07:30 AM - 07:00 PM	2.00 EA	20.00 HR	460.00
Security Attendant - Rover	04/22/2016 09:30 AM - 06:30 PM	4.00 EA	20.00 HR	720.00
Security Attendant - Vendor Access Gate	04/22/2016 07:00 AM - 06:30 PM	1.00 EA	20.00 HR	230.00
Security Attendant - Overnight (Bldgs 12/16/The Hangar)	04/22/2016 06:00 PM - 04/23/2016 07:30 AM	3.00 EA	20.00 HR	810.00
Security Attendant - Overnight Rover	04/22/2016 06:30 PM - 04/23/2016 08:00 AM	1.00 EA	20.00 HR	270.00

**Saturday**

Security Attendant Lead	04/23/2016 07:00 AM - 07:30 PM	1.00 EA	30.00 HR	375.00
Security Attendant - B&B Arena Gate	04/23/2016 07:00 AM - 10:00 AM	1.00 EA	20.00 HR	60.00
Security Attendant - Buildings (Bldgs 10/12/16/The Hangar/Adoptions)	04/23/2016 07:30 AM - 07:15 PM	5.00 EA	20.00 HR	1,175.00
Security Attendant - Campground Gate	04/23/2016 07:00 AM - 07:30 PM	1.00 EA	20.00 HR	250.00
Security Attendant - Gate 5 Crosswalk	04/22/2016 09:00 AM - 08:00 PM	2.00 EA	20.00 HR	440.00
Security Attendant - Rover	04/23/2016 08:00 AM - 07:00 PM	2.00 EA	20.00 HR	440.00
Security Attendant - Rover	04/23/2016 08:00 AM - 08:00 PM	4.00 EA	20.00 HR	960.00
Security Attendant - Vendor Access Gate	04/23/2016 07:00 AM - 07:00 PM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight (Bldgs 12/16/The Hangar)	04/23/2016 07:00 PM - 04/24/2016 08:00 AM	3.00 EA	20.00 HR	780.00
Security Attendant - Overnight Rover	04/23/2016 08:00 PM - 04/24/2016 08:00 AM	1.00 EA	20.00 HR	240.00

**Sunday**

Security Attendant Lead	04/24/2016 07:00 AM - 06:30 PM	1.00 EA	30.00 HR	345.00
Security Attendant - B&B Arena Gate	04/24/2016 07:00 AM - 10:00 AM	1.00 EA	20.00 HR	60.00
Security Attendant - Buildings (Bldgs 10/12/16/The Hangar/Adoptions)	04/24/2016 07:30 AM - 12:00 AM	5.00 EA	20.00 HR	1,650.00
Security Attendant - Campground Gate	04/24/2016 07:00 AM - 06:30 PM	1.00 EA	20.00 HR	230.00
Security Attendant - Gate 5 Crosswalk	04/22/2016 09:00 AM - 07:00 PM	2.00 EA	20.00 HR	400.00
Security Attendant - Rover	04/23/2016 08:00 AM - 09:00 PM	4.00 EA	20.00 HR	1,040.00
Security Attendant - Rover	04/23/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Security Attendant - Vendor Access Gate	04/24/2016 07:00 AM - 07:30 PM	1.00 EA	20.00 HR	250.00

**Technology**

**Set Up / Tear Down**

Technology Attendant	Estimate 10 Hours	10.00 HR	40.00 HR	400.00
Technology Attendant	Flat Fee ( <i>Audio Configuration Fee</i> )	1.00 EA	100.00 EVT	100.00

**Event Day**

Technology Attendant	Estimate 16 Hours	16.00 HR	40.00 HR	640.00
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**Outside Services**

ASA Track Preparation - Estimate**	TBD ( <i>Deducted from Gross Admissions Revenue</i> )	TBD EVT	8,000.00 EVT	TBD
Costa Mesa Police Department Services	Estimate Only (\$9,327.10 in 2015)	12.00 EA	9,400.00 EVT	9,400.00
Davis Lot Rental ( <i>Offsite Parking</i> )	Estimate Only 04/22/2016 - 04/24/2016	1.00 EVT	150.00 EVT	150.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	4,800.00 EVT	4,800.00

# EXHIBIT A

## Event Information

Cash Handling Fees	(\$761.38 in 2015 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD EVT	TBDEVT	TBD
Credit Card Fees	2.85% (\$5,651.35 in 2015)	TBD EVT	TBDEVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$1,917.95 in 2015)	TBD EVT	TBDEVT	TBD
Ticketmaster Ticketing Fees	(1,813 tickets / \$2,618.00 in 2015)	TBD EVT	TBDEVT	TBD
			<b>Total:</b>	<b>72,758.50</b>

### Summary

Facility Rental Total	* See Facility Rental Fee
Estimated Equipment, Reimbursable Personnel and Services Total	<b>\$107,908.50</b>
<b>Grand Total: \$107,908.50</b>	

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/07/2016	\$35,969.50
Second Payment	03/21/2016	\$35,969.50
Third Payment	04/04/2016	\$35,969.50
<b>Total:</b>		<b>\$107,908.50</b>
<b>Payment Total:</b>		<b>\$107,908.50</b>

**Please Remit Payment in \*Check Only\***  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

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

**\*Facility Rental Fee for America's Family Pet Expo shall consist of the OCFEC retaining twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000).**

**\*\*Action Sports Arena estimate for arena preparation, bleachers and public address system is approximately \$8,000.00. If preparation is required, payment will be deducted from Gross Admissions Revenue.**

**EQUESTRIAN CENTER STALL RENTAL**

Equestrian Center stall rental to be determined at a later date when number of stalls are determined. If rented, payment will be deducted from Gross Admissions Revenue.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Irene Long** 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 12 - 13, 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:

**Addy's Sweet Sixteen**

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

**\$5,368.00**

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.

**Irene Long**  
**7892 Northlake Drive, Unit 106**  
**Huntington Beach, CA 92647**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Irene Long**

**Title: Michele A. Richards, V.P. Business Development**



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Addy's Sweet Sixteen	<b>Contract No:</b>	R-067-16
<b>Contact Person:</b>	Irene Long	<b>Phone:</b>	(757) 472-0891
<b>Event Date:</b>	03/12/2016	<b>Hours:</b>	4:00 PM - 9:30 PM

**Vehicle Parking Fee:** Private Event (No Parking Fee) **Projected Attendance:** 90

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Millennium Barn	03/12/2016 10:00 AM - 04:00 PM	Move In	Included
Silo Building	03/12/2016 10:00 AM - 04:00 PM	Move In	Included
Millennium Barn	03/12/2016 04:00 PM - 09:30 PM	Event	900.00
Silo Building	03/12/2016 04:00 PM - 09:30 PM	Event	300.00
<b>Sunday</b>			
Millennium Barn	03/13/2016 06:00 AM - 09:00 AM	Move Out	Included

**-Move out must be completed by 9:00 AM on Sunday - March 13, 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
Folding Table	Estimate 4	4.00 EA	15.00 EA	60.00
Forklift (Bleachers & Straw Bale)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift (Draping & Lights)	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Straw Bale	Estimate 10	10.00 EA	5.00 EA	50.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			<b>Total:</b>	<b>1,653.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant 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
<b>Event Day</b>				
Grounds Attendant Lead	03/12/2016 03:00 PM - 09:30 PM	1.00 EA	30.00 HR	195.00
Janitorial Attendant	03/12/2016 03:00 PM - 09:30 PM	2.00 EA	20.00 HR	260.00
<b>Clean Up</b>				
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
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	03/12/2016 03:00 PM - 09:30 PM	1.00 EA	40.00 HR	260.00
<b><u>Safety and Security</u></b>				
Security Attendant	03/12/2016 03:30 PM - 10:00 PM	2.00 EA	20.00 HR	260.00
<b><u>Insurance</u></b>				
S.E.L.I. Insurance	03/12/2016	1.00 EA	60.00 DAY	60.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - March 13, 2016.</i>				
			<b>Total:</b>	<b>1,715.00</b>

## Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,368.00
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$5,368.00</b>

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$300.00
Second Payment	01/22/2016	\$2,534.00
Third Payment	02/12/2016	\$2,534.00
	<b>Total:</b>	<b>\$5,368.00</b>
	<b>Payment Total:</b>	<b>\$5,368.00</b>

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.

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

### SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E.

**Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Irene Long must comply with request. All amplified music/sound must end by 10:00 PM on Saturday.**

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

\_\_\_\_\_  
Title: Irene Long

\_\_\_\_\_  
Title: Michele A. Richards, V.P. Business Development

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, 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 17 - 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:

**Crossroads of the West Gun Show**

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

**\$81,654.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037-0290**

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

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

**Title: Tracy Olcott, Show Manager**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A - March

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-071-16
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	03/19/2016 - 03/20/2016	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

**Admission Prices:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 7,500 Per Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	03/17/2016 06:00 AM - 05:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	03/17/2016 06:00 AM - 05:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	03/17/2016 06:00 AM - 05:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	03/17/2016 06:00 AM - 05:00 PM	Move In	1,350.00
OC Promenade (The Span)	03/17/2016 06:00 AM - 05:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	03/17/2016 06:00 AM - 05:00 PM	Move In	850.00
<b>Friday</b>			
Anaheim Building (#16)	03/18/2016 06:00 AM - 07:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	03/18/2016 06:00 AM - 07:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	03/18/2016 06:00 AM - 07:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	03/18/2016 06:00 AM - 07:00 PM	Move In	1,350.00
Main Mall	03/18/2016 06:00 AM - 07:00 PM	Move In	750.00
OC Promenade (The Span)	03/18/2016 06:00 AM - 07:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	03/18/2016 06:00 AM - 07:00 PM	Move In	850.00
<b>Saturday</b>			
Anaheim Building (#16)	03/19/2016 09:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	03/19/2016 09:00 AM - 05:00 PM	Event	4,100.00
Huntington Beach Building (#12)	03/19/2016 09:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	03/19/2016 09:00 AM - 05:00 PM	Event	2,700.00
Main Mall	03/19/2016 09:00 AM - 05:00 PM	Event	1,500.00
OC Promenade (The Span)	03/19/2016 09:00 AM - 05:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	03/19/2016 09:00 AM - 05:00 PM	Event	1,700.00
<b>Sunday</b>			
Anaheim Building (#16)	03/20/2016 09:00 AM - 04:00 PM	Event	2,000.00
Costa Mesa Building (#10)	03/20/2016 09:00 AM - 04:00 PM	Event	4,100.00
Huntington Beach Building (#12)	03/20/2016 09:00 AM - 04:00 PM	Event	3,100.00
Los Alamitos Building (#14)	03/20/2016 09:00 AM - 04:00 PM	Event	2,700.00
Main Mall	03/20/2016 09:00 AM - 04:00 PM	Event	1,500.00
OC Promenade (The Span)	03/20/2016 09:00 AM - 04:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	03/20/2016 09:00 AM - 04:00 PM	Event	1,700.00
<b>Monday</b>			
Anaheim Building (#16)	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2016 only.

**-Move out must be completed by 12:00 Noon on Monday - March 21, 2016 to avoid additional charges. **Total: 44,550.00****

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
Barricade	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00

# EXHIBIT A - March

Event Information						
Electrical Usage Rate	Estimate Only	1.00	EA	1,200.00	EVT	1,200.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 2 Day	Estimate 375	375.00	EA	8.00	EVT	3,000.00
Man Lift ( <i>Banners</i> )	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board ( <i>1 Month</i> )	02/22/2016 - 03/20/2016	1.00	MTH	450.00	WK	Included
Portable Electronic Message Board	03/19/2016 - 03/20/2016	2.00	EA	75.00	EA/DAY	300.00
Public Address System ( <i>4 Buildings</i> )	03/18/2016 - 03/20/2016	4.00	EA	75.00	EA/DAY	900.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Stanchion ( <i>Ammo Dealer</i> )	Estimate 4	4.00	EA	5.00	EA	20.00
Sweeper ( <i>In-House</i> )	Estimate 13 Hours	13.00	HR	75.00	HR	975.00
Ticket Booth	Estimate 3	3.00	EA	100.00	EVT	300.00
<b>Total:</b>						<b>10,115.00</b>

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>		<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant 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 16 Hours	16.00	HR	20.00	HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00	HR	250.00
<b>Event Day</b>						
Grounds Attendant Lead	03/19/2016 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	03/19/2016 08:00 AM - 05:00 PM	2.00	EA	20.00	HR	360.00
Janitorial Attendant Lead	03/19/2016 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	03/19/2016 08:00 AM - 05:00 PM	9.00	EA	20.00	HR	1,620.00
Electrician	03/19/2016 08:00 AM - 05:00 PM	1.00	EA	50.00	HR	450.00
Grounds Attendant Lead	03/20/2016 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	03/20/2016 08:00 AM - 04:00 PM	2.00	EA	20.00	HR	320.00
Janitorial Attendant Lead	03/20/2016 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	03/20/2016 08:00 AM - 04:00 PM	9.00	EA	20.00	HR	1,440.00
Electrician	03/20/2016 08:00 AM - 04:00 PM	1.00	EA	50.00	HR	400.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	20.00	HR	800.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	20.00	HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00	HR	250.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	03/19/2016 07:00 AM - 05:00 PM	1.00	EA	40.00	HR	400.00
Event Coordinator	03/20/2016 08:00 AM - 04:00 PM	1.00	EA	40.00	HR	320.00
<b>Parking</b>						
Parking Attendant Lead	03/18/2016 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	03/18/2016 08:00 AM - 07:00 PM	5.00	EA	20.00	HR	1,100.00
<b>Safety &amp; Security</b>						
Security Attendant - Overnight	03/18/2016 07:00 PM - 03/19/2016 07:00 AM	5.00	EA	20.00	HR	1,200.00
Security Attendant Lead	03/19/2016 07:00 AM - 05:45 PM	1.00	EA	30.00	HR	322.50
Security Attendant	03/19/2016 07:00 AM - 05:45 PM	12.00	EA	20.00	HR	2,580.00
Security Attendant - Ammo Dealer	03/19/2016 07:00 AM - 05:45 PM	2.00	EA	20.00	HR	430.00
Security Attendant - Overnight	03/19/2016 05:00 PM - 03/20/2016 08:00 AM	5.00	EA	20.00	HR	1,500.00
Security Attendant Lead	03/20/2016 08:00 AM - 04:45 PM	1.00	EA	30.00	HR	262.50
Security Attendant	03/20/2016 08:00 AM - 04:45 PM	8.00	EA	20.00	HR	1,400.00
Security Attendant - Ammo Dealer	03/20/2016 08:00 AM - 04:45 PM	2.00	EA	20.00	HR	350.00
Security Attendant	03/20/2016 08:00 AM - 07:00 PM	4.00	EA	20.00	HR	880.00
<b>Technology</b>						
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00	EA	100.00	EVT	100.00

# EXHIBIT A - March

## Event Information

### Outside Services

Emergency Medical Services	03/19/2016 08:00 AM - 05:30 PM	2.00 EA	20.00 HR	380.00
Emergency Medical Services	03/20/2016 08:00 AM - 04:30 PM	2.00 EA	20.00 HR	340.00
Orange County Sheriff Services	03/19/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	03/20/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00

**Total: 25,489.50**

### Summary

Facility Rental Total	\$44,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$35,604.50
Refundable Deposit	\$1,500.00

**Grand Total: \$81,654.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/10/2016	\$40,827.25
Second Payment	02/24/2016	\$40,827.25

**Payment Total: \$81,654.50**

**Please Remit Payment per above Payment Schedule**

**\*\*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 that you are aware of the details of these construction projects and how they may affect your event.

### CANOPIES / TENTS

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

### 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 \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

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

**June 2 - 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:

**Crossroads of the West Gun Show**

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

**\$81,654.50**

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.

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037-0290**

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

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

**Title: Tracy Olcott, Show Manager**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A - June

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-072-16
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	06/04/2016 - 06/05/2016	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

**Admission Prices:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 7,500 Per Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	06/02/2016 06:00 AM - 05:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	06/02/2016 06:00 AM - 05:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	06/02/2016 06:00 AM - 05:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	06/02/2016 06:00 AM - 05:00 PM	Move In	1,350.00
OC Promenade (The Span)	06/02/2016 06:00 AM - 05:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	06/02/2016 06:00 AM - 05:00 PM	Move In	850.00
<b>Friday</b>			
Anaheim Building (#16)	06/03/2016 06:00 AM - 07:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	06/03/2016 06:00 AM - 07:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	06/03/2016 06:00 AM - 07:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	06/03/2016 06:00 AM - 07:00 PM	Move In	1,350.00
Main Mall	06/03/2016 06:00 AM - 07:00 PM	Move In	750.00
OC Promenade (The Span)	06/03/2016 06:00 AM - 07:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	06/03/2016 06:00 AM - 07:00 PM	Move In	850.00
<b>Saturday</b>			
Anaheim Building (#16)	06/04/2016 09:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	06/04/2016 09:00 AM - 05:00 PM	Event	4,100.00
Huntington Beach Building (#12)	06/04/2016 09:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	06/04/2016 09:00 AM - 05:00 PM	Event	2,700.00
Main Mall	06/04/2016 09:00 AM - 05:00 PM	Event	1,500.00
OC Promenade (The Span)	06/04/2016 09:00 AM - 05:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	06/04/2016 09:00 AM - 05:00 PM	Event	1,700.00
<b>Sunday</b>			
Anaheim Building (#16)	06/05/2016 09:00 AM - 04:00 PM	Event	2,000.00
Costa Mesa Building (#10)	06/05/2016 09:00 AM - 04:00 PM	Event	4,100.00
Huntington Beach Building (#12)	06/05/2016 09:00 AM - 04:00 PM	Event	3,100.00
Los Alamitos Building (#14)	06/05/2016 09:00 AM - 04:00 PM	Event	2,700.00
Main Mall	06/05/2016 09:00 AM - 04:00 PM	Event	1,500.00
OC Promenade (The Span)	06/05/2016 09:00 AM - 04:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	06/05/2016 09:00 AM - 04:00 PM	Event	1,700.00
<b>Monday</b>			
Anaheim Building (#16)	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	06/06/2016 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2016 only.

-Move out must be completed by 12:00 Noon on Monday - June 6, 2016 to avoid additional charges. **Total: 44,550.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
Barricade	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00



## EXHIBIT A - June

Event Information					
Electrical Usage Rate	Estimate Only	1.00	EA	1,200.00	EVT 1,200.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR 300.00
Hang Tag - 2 Day	Estimate 375	375.00	EA	8.00	EVT 3,000.00
Man Lift (Banners)	Estimate 6 Hours	6.00	HR	75.00	HR 450.00
Marquee Board (7 Consecutive Days)	05/09/2016 - 06/05/2016	1.00	MTH	450.00	WK Included
Portable Electronic Message Board	06/04/2016 - 06/05/2016	2.00	EA	75.00	EA/DAY 300.00
Public Address System (4 Buildings)	06/03/2016 - 06/05/2016	4.00	EA	75.00	EA/DAY 900.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR 450.00
Stanchion (Ammo Dealer)	Estimate 4	4.00	EA	5.00	EA 20.00
Sweeper (In-House)	Estimate 13 Hours	13.00	HR	75.00	HR 975.00
Ticket Booth	Estimate 3	3.00	EA	100.00	EVT 300.00
<b>Total:</b>					<b>10,115.00</b>

Reimbursable Personnel Fees					
Description	Date-Time		Units	Rate	Actual
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant Lead	Estimate 5 Hours		5.00	HR 30.00	HR 150.00
Grounds Attendant	Estimate 10 Hours		10.00	HR 20.00	HR 200.00
Janitorial Attendant	Estimate 16 Hours		16.00	HR 20.00	HR 320.00
Electrician	Estimate 5 Hours		5.00	HR 50.00	HR 250.00
<b>Event Day</b>					
Grounds Attendant Lead	06/04/2016 08:00 AM - 05:00 PM		1.00	EA 30.00	HR 270.00
Grounds Attendant	06/04/2016 08:00 AM - 05:00 PM		2.00	EA 20.00	HR 360.00
Janitorial Attendant Lead	06/04/2016 08:00 AM - 05:00 PM		1.00	EA 30.00	HR 270.00
Janitorial Attendant	06/04/2016 08:00 AM - 05:00 PM		9.00	EA 20.00	HR 1,620.00
Electrician	06/04/2016 08:00 AM - 05:00 PM		1.00	EA 50.00	HR 450.00
Grounds Attendant Lead	06/05/2016 08:00 AM - 04:00 PM		1.00	EA 30.00	HR 240.00
Grounds Attendant	06/05/2016 08:00 AM - 04:00 PM		2.00	EA 20.00	HR 320.00
Janitorial Attendant Lead	06/05/2016 08:00 AM - 04:00 PM		1.00	EA 30.00	HR 240.00
Janitorial Attendant	06/05/2016 08:00 AM - 04:00 PM		9.00	EA 20.00	HR 1,440.00
Electrician	06/05/2016 08:00 AM - 04:00 PM		1.00	EA 50.00	HR 400.00
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 10 Hours		10.00	HR 30.00	HR 300.00
Grounds Attendant	Estimate 40 Hours		40.00	HR 20.00	HR 800.00
Janitorial Attendant	Estimate 16 Hours		16.00	HR 20.00	HR 320.00
Electrician	Estimate 5 Hours		5.00	HR 50.00	HR 250.00
<b>Event Sales &amp; Services</b>					
Event Coordinator	06/04/2016 07:00 AM - 05:00 PM		1.00	EA 40.00	HR 400.00
Event Coordinator	06/05/2016 08:00 AM - 04:00 PM		1.00	EA 40.00	HR 320.00
<b>Parking</b>					
Parking Attendant Lead	06/03/2016 08:00 AM - 07:00 PM		1.00	EA 30.00	HR 330.00
Parking Attendant	06/03/2016 08:00 AM - 07:00 PM		5.00	EA 20.00	HR 1,100.00
<b>Safety &amp; Security</b>					
Security Attendant - Overnight	06/03/2016 07:00 PM - 06/04/2016 07:00 AM		5.00	EA 20.00	HR 1,200.00
Security Attendant Lead	06/04/2016 07:00 AM - 05:45 PM		1.00	EA 30.00	HR 322.50
Security Attendant	06/04/2016 07:00 AM - 05:45 PM		12.00	EA 20.00	HR 2,580.00
Security Attendant - Ammo Dealer	06/04/2016 07:00 AM - 05:45 PM		2.00	EA 20.00	HR 430.00
Security Attendant - Overnight	06/04/2016 05:00 PM - 06/05/2016 08:00 AM		5.00	EA 20.00	HR 1,500.00
Security Attendant Lead	06/05/2016 08:00 AM - 04:45 PM		1.00	EA 30.00	HR 262.50
Security Attendant	06/05/2016 08:00 AM - 04:45 PM		8.00	EA 20.00	HR 1,400.00
Security Attendant - Ammo Dealer	06/05/2016 08:00 AM - 04:45 PM		2.00	EA 20.00	HR 350.00
Security Attendant	06/05/2016 08:00 AM - 07:00 PM		4.00	EA 20.00	HR 880.00
<b>Technology</b>					
Technology Attendant	Flat Fee (Audio Configuration)		1.00	EA 100.00	EVT 100.00

# EXHIBIT A - June

## Event Information

### Outside Services

Emergency Medical Services	06/04/2016 08:00 AM - 05:30 PM	2.00 EA	20.00 HR	380.00
Emergency Medical Services	06/05/2016 08:00 AM - 04:30 PM	2.00 EA	20.00 HR	340.00
Orange County Sheriff Services	06/04/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	06/05/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00
<b>Total:</b>				<b>25,489.50</b>

### Summary

Facility Rental Total	\$44,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$35,604.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$81,654.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	\$10,000.00
Second Payment	04/04/2016	\$35,827.25
Third Payment	05/04/2016	\$35,827.25
<b>Payment Total:</b>		<b>\$81,654.50</b>

**Please Remit Payment per above Payment Schedule**

**\*\*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 that you are aware of the details of these construction projects and how they may affect your event.

### CANOPIES / TENTS

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

### 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 March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Vital Link** hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 11 - 17, 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:

**Vital Link/Imaginology**

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

**Payment - \$2,926.00**  
**In-Kind Trade - \$35,445.00**

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

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

**Vital Link**  
**15401 Redhill Avenue, Suite F**  
**Tustin, CA 92780**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Kathy Johnson, President**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b> Vital Link/Imaginology	<b>Contract No:</b> R-079-16
<b>Contact Person:</b> Kathy Johnson	<b>Phone:</b> (949) 646-2520
<b>Event Dates:</b> 04/15/2016 - 04/17/2016	<b>Hours:</b> Friday: 9:00 AM - 3:00 PM
	Saturday: 10:00 AM - 5:00 PM
	Sunday: 10:00 AM - 5:00 PM

**Admission Price:** Free

**Vehicle Parking Fee:** \$8.00 General Parking

**Projected Attendance:** 1,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
<b>Vital Link</b>			
Costa Mesa Building (#10)	04/11/2016 07:30 AM - 10:00 PM	Move In	2,050.00*
Santa Ana Pavilion (Parade of Products)	04/11/2016 07:30 AM - 10:00 PM	Move In	850.00*
<b>Tuesday</b>			
Costa Mesa Building (#10)	04/12/2016 07:30 AM - 10:00 PM	Move In	2,050.00*
Santa Ana Pavilion (Parade of Products)	04/12/2016 07:30 AM - 10:00 PM	Move In	850.00*
<b>Wednesday</b>			
Costa Mesa Building (#10)	04/13/2016 07:30 AM - 10:00 PM	Move In	2,050.00*
Santa Ana Pavilion (Parade of Products)	04/13/2016 07:30 AM - 10:00 PM	Move In	850.00*
<b>Thursday</b>			
Costa Mesa Building (#10)	04/14/2016 07:30 AM - 10:00 PM	Move In	2,050.00*
<b>Costa Mesa Building (#10) (VIP Lunch)</b>	04/14/2016 01:30 PM - 06:00 PM	Event	Included
Santa Ana Pavilion (Parade of Products)	04/14/2016 07:30 AM - 10:00 PM	Move In	850.00*
<b>Friday</b>			
<b>Imaginology</b>			
Costa Mesa Building (#10)	04/15/2016 09:00 AM - 03:00 PM	Event	4,100.00*
Santa Ana Pavilion (Parade of Products)	04/15/2016 09:00 AM - 03:00 PM	Event	1,700.00*
<b>Saturday</b>			
Costa Mesa Building (#10)	04/16/2016 10:00 AM - 05:00 PM	Event	4,100.00*
Santa Ana Pavilion (Parade of Products)	04/16/2016 10:00 AM - 05:00 PM	Event	1,700.00*
<b>Sunday</b>			
Costa Mesa Building (#10)	04/17/2016 10:00 AM - 05:00 PM	Event	4,100.00*
Santa Ana Pavilion (Parade of Products)	04/17/2016 10:00 AM - 05:00 PM	Event	1,700.00*
Park Plaza	04/17/2016 10:00 AM - 04:00 PM	Event	1,300.00*

- Move out must be completed by 11:59 PM Sunday - April 17, 2016.

\* See In-kind Trade Details on Exhibit D

**\*Imaginology In-Kind Trade: 30,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Vital Link</b>				
5.5 MB Internet - Dynamic IP	04/15/2016 - 04/17/2016	1.00 EA	50.00 EA/DAY	150.00
Dumpster ( <i>VIP Lunch</i> )	Estimate 2	2.00 EA	18.00 EA	36.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift ( <i>Banners</i> )	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Wi-Fi Access - 1 Day	TBD	TBD EA	7.00 EA	TBD
Wi-Fi Access - 3 Day	TBD	TBD EA	15.00 EA	TBD
<b>Vital Link Total:</b>				<b>936.00</b>
<b>Imaginology</b>				
Chair ( <i>Individual</i> )	TBD	TBD EA	2.50 EA	TBD*
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00*
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00*
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00*
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00*
Public Address System ( <i>Per Building</i> )	04/15/2016 - 04/17/2016	1.00 EA	75.00 EA/DAY	225.00*
Stanchion	TBD	TBD EA	5.00 EA	TBD*

# EXHIBIT A

## Event Information

Sweeper ( <i>In-House</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00*
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**\*Imaginology In-Kind Trade: 1,565.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Vital Link</u></b>				
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant ( <i>Banners</i> )	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
<b>Event Day</b>				
<b>VIP Luncheon</b>				
Grounds Attendant	04/14/2016 12:30 PM - 07:00 PM	1.00 EA	20.00 HR	130.00
Janitorial Attendant	04/14/2016 12:30 PM - 07:00 PM	2.00 EA	20.00 HR	260.00
<b>Vital Link Total:</b>				<b>490.00</b>
<b><u>Imaginology</u></b>				
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00*
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00*
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00*
Grounds Attendant	04/15/2016 08:00 AM - 03:00 PM	1.00 EA	20.00 HR	140.00*
Janitorial Attendant	04/15/2016 08:00 AM - 03:00 PM	2.00 EA	20.00 HR	280.00*
Electrician	04/15/2016 08:00 AM - 03:00 PM	TBD EA	50.00 HR	TBD*
Grounds Attendant	04/16/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00*
Janitorial Attendant	04/16/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00*
Electrician	04/16/2016 09:00 AM - 05:00 PM	TBD EA	50.00 HR	TBD*
Grounds Attendant	04/17/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00*
Janitorial Attendant	04/17/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00*
Electrician	04/17/2016 09:00 AM - 05:00 PM	TBD EA	50.00 HR	TBD*
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00*
Grounds Attendant	Estimate 7 Hours	7.00 HR	20.00 HR	140.00*
Janitorial Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00*
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00*
<b><u>Event Sales &amp; Services</u></b>				
<b>Imaginology</b>				
Event Coordinator	04/15/2016 08:00 AM - 03:00 PM	1.00 EA	40.00 HR	280.00*
Event Coordinator	04/16/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00*
Event Coordinator	04/17/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00*
<b><u>Technology</u></b>				
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00*

**\*Imaginology In-Kind Trade: 3,580.00**

### Summary

#### **OCFEC In-Kind Trade:**

Facility Rental Total		\$30,300.00*
Estimated Equipment, Reimbursable Personnel and Services Total		\$5,145.00*

**\*In-Kind Trade Total: \$35,445.00**

# EXHIBIT A

## Event Information

### Vital Link

Estimated Equipment, Reimbursable Personnel and Services Total	\$1,426.00
Parking Buyout ( <i>VIP Luncheon</i> )	TBD
Refundable Deposit	\$1,500.00

Vital Link Grand Total: \$2,926.00

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/11/2016	\$2,926.00
	<b>Payment Total:</b>	<b>\$2,926.00</b>

Please Remit Payment in \*Check Only\*

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

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

### BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. One (1) banner in Costa Mesa Building will be provided through OCFEC Marketing Trade at no cost to Vital Link.

### DRONES

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OC Fair & Event or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

### IN-KIND TRADE

See Exhibit D

### MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

### PARKING BUYOUT

# EXHIBIT A

## Event Information

Vital Link will be responsible for VIP Reception parking buyout at \$8.00 per vehicle. A final count of attendees must be submitted by April 11, 2016. Payment is due by no later than April 14, 2016.

### VITAL LINK AGREES:

To allow Imaginology attendees to walk through and view exhibits throughout the April 15 - 17, 2016 Imaginology Event.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Title: Kathy Johnson, President**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Title: Michele A. Richards, V.P. Business Development**

DRAFT

REVIEWED \_\_\_\_\_

DATE March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Via Cortez** 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 18 - 20, 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:

**Via Cortez - Trailer Rally**

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$30.00 per unit per night includes water and electric, less \$30.00 deposit remitted with this agreement. Balance of \$30.00 per unit per night minus \$30.00 deposit, due to the Safety & Security Department on or before March 20, 2016. All campers must provide proof of insurance on or before March 18, 2016.**
- 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.

**Via Cortez**  
**255 Avenida La Cuesta**  
**San Clemente, CA 92672**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Rick Sturm, Wagon Master**

**Title: Michele Richards, V.P. Business Development**



REVIEWED \_\_\_\_\_

DATE March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **United Scottish Society, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 26 - 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:  
**Scottish Fest**
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$81,249.50**
- 5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**United Scottish Society, Inc.**  
P.O. Box 2237  
Palos Verdes, CA 90274

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Tom Reoch Jr., Promoter / Chieftain**

**Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Scottish Fest	<b>Contract No:</b>	R-087-16
<b>Contact Person:</b>	Tom Reoch Jr.	<b>Phone:</b>	(310) 951-4302
<b>Event Dates:</b>	05/28/2016 - 05/29/2016	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 5:00 PM

**Admission Price:** Adult: TBD Senior: TBD Child: TBD

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 10,000

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Scottish Fest is permitted to move tables and chairs into The Hangar and the Los Alamitos Building (#14) on Wednesday - 05/25/2016.</b>			
<b>Thursday</b>			
Action Sports Arena	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Anaheim Building (#16)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Baja/Arena Lawn	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Campground	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Centennial Way	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Country Meadows	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Courtyard	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Crafters Village	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Festival Fields - Asphalt	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Festival Fields - Grass Area	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Main Mall	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
OC Promenade (The Span)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Park Plaza	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
South Lawn	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
The Hangar	05/26/2016 06:00 AM - 11:59 PM	Move In	0.00
<b>Friday</b>			
Action Sports Arena	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Anaheim Building (#16)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Baja/Arena Lawn	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Campground	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Centennial Way	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Country Meadows	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Courtyard	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Crafters Village	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Festival Field - Asphalt	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Festival Field - Grass Area	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Main Mall	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
OC Promenade (The Span)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Park Plaza	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
South Lawn	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
The Hangar	05/27/2016 06:00 AM - 11:59 PM	Move In	0.00
<b>Saturday</b>			
Action Sports Arena	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Anaheim Building (#16)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Baja/Arena Lawn	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Campground	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Centennial Way	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Country Meadows	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Courtyard	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Crafters Village	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Asphalt	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Grass Area	05/28/2016 09:00 AM - 05:00 PM	Event	0.00

# EXHIBIT A

## Event Information

Huntington Beach Building (#12)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Livestock Lane	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Main Mall	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Park Plaza	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Parking Lot P	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
South Lawn	05/28/2016 09:00 AM - 05:00 PM	Event	0.00
The Hangar	05/28/2016 09:00 AM - 05:00 PM	Event	0.00

### Sunday

Action Sports Arena	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Anaheim Building (#16)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Baja/Arena Lawn	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Campground	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Centennial Way	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Country Meadows	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Courtyard	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Crafters Village	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Asphalt	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Grass Area	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Huntington Beach Building (#12)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Livestock Lane	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Main Mall	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Park Plaza	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Parking Lot P	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
South Lawn	05/29/2016 09:00 AM - 05:00 PM	Event	0.00
The Hangar	05/29/2016 09:00 AM - 05:00 PM	Event	0.00

### Monday

Action Sports Arena	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Anaheim Building (#16)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Asphalt Behind Costa Mesa Building (#10)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Baja/Arena Lawn	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Campground	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Centennial Way	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Costa Mesa Building (#10)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Country Meadows	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Courtyard	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Crafters Village	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Festival Field - Asphalt	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Festival Field - Grass Area	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Huntington Beach Building (#12)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Livestock Lane	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Los Alamitos Building (#14)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Main Mall	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
OC Promenade (The Span)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Park Plaza	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Parking Lot P	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
South Lawn	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00
The Hangar	05/30/2016 06:00 AM - 11:59 PM	Move Out	0.00

**Total: 30,000.00**

**Facility Rental Fee for Scottish Fest will be \$30,000 or \$2.00 per ticket sold, whichever is greater. Fee shall be calculated based upon actual ticket sales and deducted from Gross Admissions Revenue.**

# EXHIBIT A

## Event Information Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop ( <i>First Aid Trailer</i> )	TBD	TBD EA	70.00 EA	TBD
Banner Light Pole	TBD	TBD EA	75.00 EA	TBD
Barricade ( <i>Plastic</i> )	Estimate 100	100.00 EA	15.00 EA	1,500.00
Bench - Metal ( <i>No Charge; Labor Only</i> )	Estimate 60	60.00 EA	15.00 EA	Included
Bleacher ( <i>No Charge; Labor Only</i> )	Estimate 4	4.00 EA	15.00 EA	Included
CAD Services	TBD	TBD HR	45.00 HR	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair	Estimate 20	20.00 EA	2.50 EA	50.00
Dumpster	Estimate 100	100.00 EA	18.00 EA	1,800.00
Electrical Splitter Box	Estimate 35	35.00 EA	55.00 EA	1,925.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00
Hang Tag - 2 Days	Estimate 75	75.00 EA	8.00 EA	600.00
Information Booth	TBD	TBD EA	100.00 EA	TBD
Man Lift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Marquee Board ( <i>4 Weeks</i> )	05/02/2016 - 05/29/2016	4.00 WK	450.00 WK	Included
Picnic Table ( <i>Rectangular &amp; Round</i> )	Estimate 70	70.00 EA	15.00 EA	1,050.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	05/28/2016 - 05/29/2016	2.00 EA	75.00 EA/DAY	300.00
Propane Tank	Estimate 100	100.00 GAL	3.00 GAL	300.00
RV Camping ( <i>Campground</i> )	TBD ( <i>195 Campers in 2015</i> )	TBD EA	30.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Straw Bales	TBD ( <i>10 in 2015</i> )	TBD EA	5.00 EA	TBD
Sweeper ( <i>In-House</i> )	Estimate 17 Hours	17.00 HR	75.00 HR	1,275.00
Tent Camping ( <i>Campground</i> )	TBD ( <i>48 Tents in 2015</i> )	TBD EA	15.00 EA	TBD
Ticket Booth	Estimate 9	9.00 EA	100.00 EA	900.00
Wind Master ( <i>Small</i> )	TBD	TBD EA	15.00 EA	TBD

**Total: 14,025.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Admissions</b>				
<b>Saturday</b>				
<b>Blue Gate</b>				
Ticket Seller - Blue Gate	05/28/2016 07:30 AM - 04:30 PM	2.00 EA	20.00 HR	360.00
Ticket Seller - Blue Gate	05/28/2016 08:30 AM - 02:00 PM	2.00 EA	20.00 HR	220.00
Ticket Taker - Blue Gate	05/28/2016 08:00 AM - 06:30 PM	1.00 EA	20.00 HR	210.00
Ticket Taker - Blue Gate	05/28/2016 09:00 AM - 04:00 PM	1.00 EA	20.00 HR	140.00
<b>Green Gate</b>				
Ticket Seller - Green Gate	05/28/2016 06:30 AM - 04:30 PM	1.00 EA	20.00 HR	200.00
Ticket Seller - Green Gate	05/28/2016 07:30 AM - 03:00 PM	1.00 EA	20.00 HR	150.00
Ticket Seller - Green Gate	05/28/2016 08:30 AM - 04:00 PM	2.00 EA	20.00 HR	300.00
Ticket Seller - Green Gate	05/28/2016 09:30 AM - 04:00 PM	2.00 EA	20.00 HR	260.00
Ticket Taker - Green Gate	05/28/2016 06:30 AM - 06:30 PM	1.00 EA	20.00 HR	240.00
Ticket Taker - Green Gate	05/28/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
<b>Lot I</b>				
Ticket Seller - Lot I	05/28/2016 07:30 AM - 02:00 PM	2.00 EA	20.00 HR	260.00
Ticket Seller - Lot I	05/28/2016 09:00 AM - 03:00 PM	2.00 EA	20.00 HR	240.00
Ticket Seller - Lot I	05/28/2016 10:00 AM - 04:30 PM	1.00 EA	20.00 HR	130.00
Ticket Taker - Lot I	05/28/2016 08:00 AM - 04:00 PM	1.00 EA	20.00 HR	160.00
Ticket Taker - Lot I	05/28/2016 09:00 AM - 06:30 PM	1.00 EA	20.00 HR	190.00
Ticket Seller - Break Staff	05/28/2016 10:00 AM - 03:00 PM	2.00 EA	20.00 HR	200.00
Ticket Taker - Break Staff	05/28/2016 10:00 AM - 03:00 PM	1.00 EA	20.00 HR	100.00
Ticket Seller Lead	05/28/2016 06:30 AM - 04:30 PM	2.00 EA	30.00 HR	600.00
Ticket Taker Lead	05/28/2016 06:30 AM - 06:30 PM	1.00 EA	30.00 HR	360.00
Admissions Office	05/28/2016 06:30 AM - 06:30 PM	1.00 EA	20.00 HR	240.00
Money Room Attendant	05/28/2016 06:30 AM - 07:00 PM	1.00 EA	22.00 HR	275.00

# EXHIBIT A

## Event Information

### Sunday

#### Blue Gate

Ticket Seller - Blue Gate	05/29/2016 07:30 AM - 04:30 PM	2.00 EA	20.00 HR	360.00
Ticket Seller - Blue Gate	05/29/2016 08:30 AM - 02:00 PM	2.00 EA	20.00 HR	220.00
Ticket Taker - Blue Gate	05/29/2016 08:00 AM - 06:30 PM	1.00 EA	20.00 HR	210.00
Ticket Taker - Blue Gate	05/29/2016 09:00 AM - 04:00 PM	1.00 EA	20.00 HR	140.00

#### Green Gate

Ticket Seller - Green Gate	05/29/2016 06:30 AM - 04:30 PM	1.00 EA	20.00 HR	200.00
Ticket Seller - Green Gate	05/29/2016 07:30 AM - 03:00 PM	1.00 EA	20.00 HR	150.00
Ticket Seller - Green Gate	05/29/2016 08:30 AM - 04:00 PM	2.00 EA	20.00 HR	300.00
Ticket Seller - Green Gate	05/29/2016 09:30 AM - 04:00 PM	2.00 EA	20.00 HR	260.00
Ticket Taker - Green Gate	05/29/2016 06:30 AM - 06:30 PM	1.00 EA	20.00 HR	240.00
Ticket Taker - Green Gate	05/29/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00

#### Lot I

Ticket Seller - Lot I	05/29/2016 07:30 AM - 02:00 PM	2.00 EA	20.00 HR	260.00
Ticket Seller - Lot I	05/29/2016 09:00 AM - 03:00 PM	2.00 EA	20.00 HR	240.00
Ticket Seller - Lot I	05/29/2016 10:00 AM - 04:30 PM	1.00 EA	20.00 HR	130.00
Ticket Taker - Lot I	05/29/2016 08:00 AM - 04:00 PM	1.00 EA	20.00 HR	160.00
Ticket Taker - Lot I	05/29/2016 09:00 AM - 06:30 PM	1.00 EA	20.00 HR	190.00
Ticket Seller - Break Staff	05/29/2016 10:00 AM - 03:00 PM	2.00 EA	20.00 HR	200.00
Ticket Taker - Break Staff	05/29/2016 10:00 AM - 03:00 PM	1.00 EA	20.00 HR	100.00
Ticket Seller Lead	05/29/2016 06:30 AM - 04:30 PM	2.00 EA	30.00 HR	600.00
Ticket Taker Lead	05/29/2016 06:30 AM - 06:30 PM	1.00 EA	30.00 HR	360.00
Admissions Office	05/29/2016 06:30 AM - 06:30 PM	1.00 EA	20.00 HR	240.00
Money Room Attendant	05/29/2016 06:30 AM - 07:00 PM	1.00 EA	22.00 HR	275.00

### Event Operations

#### Set Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 56 Hours	56.00 HR	20.00 HR	1,120.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 10 Hours	10.00 HR	50.00 HR	500.00
Plumber	Estimate 6 Hours	6.00 HR	50.00 HR	300.00

#### Event Days

Grounds Attendant Lead	05/28/2016 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	05/28/2016 06:00 AM - 07:00 PM	4.00 EA	20.00 HR	1,040.00
Janitorial Attendant Lead	05/28/2016 07:00 AM - 07:00 PM	1.00 EA	30.00 HR	360.00
Janitorial Attendant	05/28/2016 07:00 AM - 07:00 PM	10.00 EA	20.00 HR	2,400.00
Electrician	05/28/2016 07:00 AM - 06:00 PM	1.00 EA	50.00 HR	550.00
Grounds Attendant Lead	05/29/2016 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	05/29/2016 06:00 AM - 07:00 PM	4.00 EA	20.00 HR	1,040.00
Janitorial Attendant Lead	05/29/2016 07:00 AM - 07:00 PM	1.00 EA	30.00 HR	360.00
Janitorial Attendant	05/29/2016 07:00 AM - 07:00 PM	10.00 EA	20.00 HR	2,400.00
Electrician	05/29/2016 08:00 AM - 07:00 PM	1.00 EA	50.00 HR	550.00

#### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Grounds Attendant	Estimate 56 Hours	56.00 HR	20.00 HR	1,120.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	20.00 HR	400.00
Electrician	Estimate 8 Hours	8.00 HR	50.00 HR	400.00
Plumber	Estimate 4 Hours	4.00 HR	50.00 HR	200.00

### Event Sales & Services

Event Coordinator	05/28/2016 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	05/29/2016 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00

### Parking

Parking Attendant Lead	05/27/2016 06:00 AM - 04:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	05/27/2016 06:00 AM - 04:00 PM	3.00 EA	20.00 HR	600.00

# EXHIBIT A

## Event Information

### Safety & Security

Overnight Security Attendant	05/27/2016 06:00 PM - 05/28/2016 08:00 AM	2.00 EA	20.00 HR	560.00
Security Attendant Lead	05/28/2016 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/28/2016 08:00 AM - 07:00 PM	5.00 EA	20.00 HR	1,100.00
Overnight Security Attendant	05/28/2016 07:00 PM - 05/29/2016 08:00 AM	2.00 EA	20.00 HR	520.00
Security Attendant Lead	05/29/2016 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/29/2016 08:00 AM - 07:00 PM	5.00 EA	20.00 HR	1,100.00

### Technology

Technology Attendant	Estimate 16 Hours (Setup, Adjustment & Teardown)	16.00 HR	40.00 HR	640.00
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### Outside Services

Event Medical Services	05/28/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Event Medical Services	05/29/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Fencing For Perimeter	Estimate Only	1.00 EA	2,700.00 EVT	2,700.00
Speedway - ASA Track Preparation	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Cash Handling Fees	(\$447.45 in 2015 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD EVT	TBDEVT	TBD
Credit Card Fees	2.85% (\$2,166.68 in 2015)	TBD EVT	TBDEVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$784.35 in 2015)	TBD EVT	TBDEVT	TBD

**Total: 37,224.50**

### Summary

Facility Rental Total	**\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$51,249.50

**Grand Total: \$81,249.50**

\*\* Scottish Fest will pay estimated reimbursable charges per below payment schedule. OCFEC will retain Facility/Area Rental Fee balance from Gross Admissions Revenue.

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/26/2016	\$5,000.00
Second Payment	03/25/2016	\$15,416.50
Third Payment	04/25/2016	\$15,416.50
Fourth Payment	05/16/2016	\$15,416.50

**Total: \$51,249.50**

**Payment Total: \$51,249.50**

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.

### CAMPING

Camper space fee is \$30.00 per RV unit per night. Tent camping is \$15.00 per tent per night. Scottish Fest to submit itemized list detailing number of units/days stayed. The list is to be submitted by no later than Wednesday - June 1, 2016. Total space fees will be deducted from Gross Admissions Revenue.

### RATES

2017 camping rates are subject to change.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Janet Nicholson and Jason Boggs** 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 9 - 11, 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:

**Boggs Wedding 2016**

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

**\$5,053.00**

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

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

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

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

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

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

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

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

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

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

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

**Janet Nicholson and Jason Boggs**  
**1300 Adams Avenue, Apt. # 16M**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Janet Nicholson, Bride**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Boggs Wedding 2016	<b>Contract No:</b>	R-088-16
<b>Contact Person:</b>	Janet Nicholson and Jason Boggs	<b>Phone:</b>	(714) 814-1103
<b>Event Date:</b>	09/10/2016	<b>Hours:</b>	4:30 PM - 12:00 AM

**Vehicle Parking Fee:** Private Event (*No Parking Fee*) **Projected Attendance:** 100

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Millennium Barn	09/09/2016 06:00 PM - 07:00 PM	Rehearsal	Included
<b>Saturday</b>			
Millennium Barn	09/10/2016 10:00 AM - 04:00 PM	Move In Event	Included
Millennium Barn	09/10/2016 04:30 PM - 12:00 AM		900.00
<b>Sunday</b>			
Millennium Barn	09/11/2016 06:00 AM - 09:00 AM	Move Out	Included
<b>-Move out must be completed by 9:00 AM on Sunday - September 11, 2016 to avoid additional charges.</b>			<b>Total: 900.00</b>

## 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 ( <i>Bleachers &amp; Straw Bale</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift ( <i>For Lights</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper ( <i>In-House</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			<b>Total:</b>	<b>1,168.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant 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
<b>Event Day</b>				
Grounds Attendant Lead	09/10/2016 03:30 PM - 12:00 AM	1.00 EA	30.00 HR	255.00
Janitorial Attendant	09/10/2016 03:30 PM - 12:00 AM	2.00 EA	20.00 HR	340.00
<b>Clean Up</b>				
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
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	09/10/2016 03:30 PM - 12:00 AM	1.00 EA	40.00 HR	340.00
<b><u>Safety and Security</u></b>				
Security Attendant	09/10/2016 04:00 PM - 12:30 AM	3.00 EA	20.00 HR	510.00
<b><u>Insurance</u></b>				
S.E.L.I. Insurance	09/10/2016	1.00 EA	60.00 DAY	60.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - September 11, 2016.</i>				
			<b>Total:</b>	<b>2,185.00</b>

### Summary

Facility Rental Total	\$900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,353.00
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$5,053.00</b>



# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$225.00
Second Payment	04/11/2016	\$1,610.00
Third Payment	06/10/2016	\$1,609.00
Fourth Payment	08/09/2016	\$1,609.00
	<b>Total:</b>	<b>\$5,053.00</b>
	<b>Payment Total:</b>	<b>\$5,053.00</b>

**Please Remit Payment in \*Check or Credit Card\***

**\*\*Any check payment received less than thirty (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.

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 Janet Nicholson and Jason Boggs 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: Janet Nicholson, Bride

\_\_\_\_\_  
Title: Michele A. Richards, V.P. Business Development

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Costa Mesa Chamber of Commerce** hereinafter, called the Rentor

**WITNESSETH:**

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

**October 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:

**Costa Mesa Public Safety Recognition Barbeque**

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

**\$1,267.50 In-Kind Trade**  
**\$278.00 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.

**Costa Mesa Chamber of Commerce**  
**1700 Adams Avenue, Suite 101**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Kyle Woosley, CEO**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Public Safety Recognition Barbeque	<b>Contract No:</b>	R-089-16
<b>Contact Person:</b>	Kyle Woosley	<b>Phone:</b>	(714) 885-9090
<b>Event Dates:</b>	10/06/2016	<b>Hours:</b>	11:00 AM - 2:00 PM

<b>Admission Price:</b>	\$10.00	<b>Projected Attendance:</b>	200
<b>Vehicle Parking Fee:</b>	No Charge ( <i>Parking in Lot B</i> )		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday Courtyard	10/06/2016 11:00 AM - 02:00 PM		\$600.00

*See In-Kind Trade details under payment schedule	<b>*In-Kind Trade Value:</b>	<b>\$600.00</b>
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## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Banquet Table 8'	Estimate 8	8.00 EA	15.00 EA	120.00
Chair ( <i>Individual</i> )	Estimate 11	11.00 EA	2.50 EA	27.50
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Forklift ( <i>Equipment Only</i> )	Estimated 2 Hours	2.00 HR	55.00 HR	110.00
Picnic Table	Estimate 22	22.00 EA	15.00 EA	330.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Public Address System ( <i>Per Building</i> )	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper ( <i>Equipment Only</i> )	Estimated 1 Hour	1.00 HR	55.00 HR	55.00

*See In-Kind Trade details under payment schedule	<b>*In-Kind Trade Value:</b>	<b>\$667.50</b>
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Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
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**CMCC Total: 18.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimated 6 Hours	6.00 HR	20.00 HR	120.00
Grounds Attendant ( <i>Equipment Operator</i> )	Estimated 3 Hours	3.00 HR	20.00 HR	60.00
Janitorial Attendant	Estimated 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	TBD	TBD HR	50.00 HR	TBD

<b><u>Technology</u></b>				
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	TBD EA	100.00 EVT	TBD

**CMCC Total: 260.00**

## Summary

In-Kind Facility Rental Total	<b>*In-Kind Trade</b>	<b>\$600.00</b>
In-Kind Estimated Equipment, Reimbursable Personnel and Services Total	<b>*In-Kind Trade</b>	<b>\$667.50</b>

**\*In-Kind Trade Total: \$1,267.50**

Estimated Equipment		\$18.00
Estimated Reimbursable Personnel and Services Total		\$260.00

**CMCC Grand Total: \$278.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/01/2016	\$278.00

**Payment Total: \$278.00**

**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

# EXHIBIT A

## Event Information

**throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.**

\*In exchange for above outlined \$1,267.50 In-Kind Trade, it has been mutually agreed that Costa Mesa Chamber of Commerce will place OCFEC logo on:

- Advertisement
- Banner at the Event
- Costa Mesa Chamber Website
- Opportunity Drawing Procurement Flyer
- Save the Date Flyer
- Sponsorship Flyer

DRAFT

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pin Cancer** 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 10 - 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:

**Pin Cancer Western Nationals**

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

**\$16,699.50**

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.

**Pin Cancer**  
**393 Mohegan Circle**  
**Lafayette, NJ 07848**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Dan Tramontozzi, Chief Executive Officer**

**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b> Pin Cancer Western Nationals	<b>Contract No:</b> R-095-16
<b>Contact Person:</b> Dan Tramontozzi	<b>Phone:</b> (973) 600-4170
<b>Event Date:</b> 06/11/2016 - 06/12/2016	<b>Hours:</b> Saturday: 7:30 AM - 6:00 PM Sunday: 7:30 AM - 6:00 PM
<b>Admission Price:</b> \$5.00	<b>Projected Attendance:</b> 1,500 per day
<b>Vehicle Parking Fee:</b> \$8.00 General Parking	

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	06/10/2016 01:00 PM - 08:00 AM	Move In	1,650.00
<b>Saturday</b>			
The Hangar	06/11/2016 07:30 AM - 06:00 PM	Event	3,300.00
<b>Sunday</b>			
The Hangar	06/12/2016 07:30 AM - 06:00 PM	Event	3,300.00
<b>-Move out must be complete by 11:59 PM on Sunday - June 12, 2016 to avoid additional charges.</b>			<b>Total: 8,250.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Bleachers (100 Seat Section)	Estimate 1	1.00 EA	250.00 EA	250.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	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	06/11/2016 - 06/12/2016	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			<b>Total:</b>	<b>1,955.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant 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	TBD	TBD HR	50.00 HR	TBD
<b>Event Days</b>				
Grounds Attendant Lead	06/11/2016 06:30 AM - 06:00 PM	1.00 EA	30.00 HR	345.00
Grounds Attendant	06/11/2016 06:30 AM - 06:00 PM	1.00 EA	20.00 HR	230.00
Janitorial Attendant	06/11/2016 06:30 AM - 06:00 PM	2.00 EA	20.00 HR	460.00
Electrician	TBD	1.00 EA	50.00 HR	TBD
Grounds Attendant Lead	06/12/2016 06:30 AM - 06:00 PM	1.00 EA	30.00 HR	345.00
Grounds Attendant	06/12/2016 06:30 AM - 06:00 PM	1.00 EA	20.00 HR	230.00
Janitorial Attendant	06/12/2016 06:30 AM - 06:00 PM	2.00 EA	20.00 HR	460.00
Electrician	TBD	1.00 EA	50.00 HR	TBD
<b>Clean Up</b>				
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	TBD	TBD HR	50.00 HR	TBD
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	06/11/2016 06:30 AM - 06:00 PM	1.00 EA	40.00 HR	460.00
Event Coordinator	06/12/2016 06:30 AM - 06:00 PM	1.00 EA	40.00 HR	460.00

# EXHIBIT A

## Event Information

### Parking

Parking Attendant Lead	Estimate 7 Hours	7.00 HR	30.00 HR	210.00
Parking Attendant	Estimate 14 Hours	14.00 HR	20.00 HR	280.00

### Outside Services

Emergency Medical Services	06/11/2016 06:30 AM - 06:30 PM	2.00 EA	20.00 HR	480.00
Emergency Medical Services	06/12/2016 06:30 AM - 06:30 PM	2.00 EA	20.00 HR	480.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50

**Total: 5,494.50**

### Summary

Facility Rental Total	\$8,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,449.50
Refundable Deposit	\$1,000.00

**Grand Total: \$16,699.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - ( <i>25% of Facility Fee</i> )	Upon Signing	\$2,062.50
Second Payment	03/10/2016	\$4,879.00
Third Payment	04/11/2016	\$4,879.00
Fourth Payment	05/10/2016	\$4,879.00

**Total: \$16,699.50**

**Payment Total: \$16,699.50**

**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 March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Center for Transporation Safety LLC** hereinafter, called the Rentor

**WITNESSETH:**

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

**February 26, 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:

**Johnson & Johnson Behind the Wheel**

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

**\$3,224.00**

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.

**Center for Transportation Safety LLC**  
**3401 Quebec Street, Suite 8200**  
**Denver, CO 80207**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Bruce Davisson, Director, Light Duty Safety Training**

**Title: Michele A. Richards, V.P. Business Development**



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Johnson & Johnson Behind the Wheel	<b>Contract No:</b>	R-100-16
<b>Contact Person:</b>	Adriana Hernandez	<b>Phone:</b>	(303) 227-0136 x222
<b>Event Dates:</b>	02/26/2016	<b>Hours:</b>	7:30 AM - 5:30 PM

**Vehicle Parking Fee:** Parking Buyout (*See Summary*) **Projected Attendance:** 36

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
½ Parking Lot G	02/26/2016 07:30 AM - 05:30 PM	Event	900.00
The Hangar Meeting Room	02/26/2016 07:30 AM - 05:30 PM	Event	400.00

**-Move out must be completed by 11:59 PM on Friday - February 26, 2016 to avoid additional charges. Total: 1,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair ( <i>Individual</i> )	Estimate 36	36.00 EA	2.50 EA	90.00
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Folding Table	Estimate 10	10.00 EA	15.00 EA	150.00

**Any requests for equipment not listed on this agreement will result in additional charges. Total: 276.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Event Day</b>				
Janitorial Attendant	02/26/2016 Estimate 2 Hours in the AM	2.00 EA	20.00 HR	80.00
Janitorial Attendant	02/26/2016 Estimate 2 Hours in the PM	2.00 EA	20.00 HR	80.00
<b>Clean Up</b>				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<b>Parking</b>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00

**Any requests for personnel not listed on this agreement will result in additional charges. Total: 360.00**

## Summary

Facility Rental Total	\$1,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$636.00
Parking Buyout ( <i>36 vehicles at \$8.00 each</i> )	\$288.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$3,224.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/25/2016	\$3,224.00
<b>Total:</b>		<b>\$3,224.00</b>

**Payment Total: \$3,224.00**

**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.

# EXHIBIT A

## Event Information

### **CENTER FOR TRANSPORTATION SAFETY LLC AGREES:**

- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot G and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

### **OVATIONS FOOD SERVICES, L.P. dba SPECTRA**

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

DRAFT

REVIEWED \_\_\_\_\_

DATE March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Minh Pham, Paul Cao, and Phi Nguyen dba The Burnt 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 Burnt 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.

**Minh Pham, Paul Cao, and Phi Nguyen dba The Burnt Truck  
1410 Wheaton Way  
Tustin, CA 92782**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Minh Pham**

**Title: Michele Richards, V.P. Business Development**

**AGREEMENT: FT-001-16**  
**DATED: March 16, 2016**  
**WITH: The Burnt Truck**  
**PHONE: (949) 421-8900**  
**EMAIL: info@theburnttruck.com**

## **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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & 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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11:00 AM - 2:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	9:00 AM - 5:00 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 March 16, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tica Enterprises LLC dba Baby's Badass Burgers** hereinafter, called the Rentor

**WITNESSETH:**

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

**January 1, 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:

**Baby's Badass Burgers**

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

**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**

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

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

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

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

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

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

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

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

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

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

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

**Tica Enterprises LLC dba Baby's Badass Burgers**  
**15555 Huntington Village Lane, #233**  
**Huntington Beach, CA 92647**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: JR Cifrese**

**Title: Michele Richards, V.P. Business Development**

**AGREEMENT: FT-008-16**  
**DATED: March 16, 2016**  
**WITH: Baby's Badass Burgers**  
**PHONE: (866) 622-2297**  
**EMAIL: jr@babysbadassburgers.com**

**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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & 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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11:00 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
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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\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Cousins Maine Lobster 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:

**Cousins Maine Lobster**

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](http://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.

**Cousins Maine Lobster LLC**  
**6399 Wilshire Boulevard #1007**  
**Los Angeles, CA 90048**

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

By\_\_\_\_\_

By\_\_\_\_\_

**Title: Shauna Dye**

**Title: Michele Richards, V.P. Business Development**

**AGREEMENT: FT-010-16**  
**DATED: March 16, 2016**  
**WITH: Cousins Maine Lobster**  
**PHONE: (603) 657-5624**  
**EMAIL: shauna@cousinsmainelobster.com**

## **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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
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- 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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11:00 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\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Barbara Brenner dba Scooter's Italian Ice** 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:  
**Scooter's Italian Ice**
- 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](http://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.

**Barbara Brenner dba Scooter's Italian Ice**  
**1500 East Cerritos Avenue**  
**Anaheim, CA 92805**

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

By\_\_\_\_\_

By\_\_\_\_\_

**Title: Paula Huntsman**

**Title: Michele Richards, V.P. Business Development**

**AGREEMENT: FT-022-16**  
**DATED: March 16, 2016**  
**WITH: Scooter's Italian Ice**  
**PHONE: (855) 337-2668**  
**EMAIL: paula@scooteritalianice.com**

**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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & 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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11:00 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

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Academic Chess** hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates April 15 – 17, 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: **One 10'x20' space, location and space # to be determined. Space includes 10'x20' canopy, 2 tables, 4 chairs and electrical plus the use of Baja Blues Restaurant and patio for the "Tournament of Champions" and booster section open to non-champions of any age. Tournament to be held Saturday, April 16 from noon – 4 pm with Awards Ceremony to follow.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

### OC Fair Imaginology - April 15 – 17, 2016

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Association to waive charges in exchange for Academic Chess facilitating the "Tournament of Champions", the booster section, MC awards ceremony, provide chess instruction April 15 - 17 during operating hours of OC Fair Imaginology. (#4 Continued on Page 2.)**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Academic Chess**  
P.O. Box 3918  
Mission Viejo, CA 92690

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

AGREEMENT #: 16-10-01

DATE February 17, 2016

OC FAIR IMAGINOLOGY XX

Academic Chess

Page 2

4. Rentor agrees to: (continued)

Facilitate sign-ups and collect all fees for the competition(s), include a 30 minute chess lesson for the participants prior to tournament, provide staff and leads to assist chess participants prior to and during the tournament, supply chess games for all players, supply all trophies, promote tournament via contractor's email, website and hard copy flyers to members, schools, and emails. Cost of Baja Blues Restaurant @\$675/day and one 10'x20' booth at \$225 waived.

Association to:

1. Give each participant a "Scholastic Award" ribbon at the conclusion of the tournament(s).
2. Promote the family tournament via the OC Fair Imaginology website.

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Academy of Sciences and Arts** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange County Academy of Sciences & Arts**  
25561 La Mirada St  
Laguna Hills, CA 92653

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Aerial Arts America/ OC Aerial Arts – United World Enterprise Inc, Ruby Karen** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 30'x30' space. SATURDAY, APRIL 16 and SUNDAY APRIL 17 ONLY. Space number to be determined. Space rental includes pipe and drape with 2 tables and 20 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**United World Enterprise Inc-Ruby Karen**  
3001 Red Hill Ave Bldg 1-107  
Costa Mesa, CA 92626

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **AIAA OC Rockery – Janet Korpke** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 50'x50' space. Space number to be determined, Livestock Lane. Space rental includes one 10'x20' covered canopy with 5 tables and 20 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**AIAA OC Rockery – Janet Korpke**  
20162 Santiago Canyon  
Orange, CA 92869

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED (Signature)

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Angeles Booster Club** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 10'x20' space with grass. Space number to be determined. Space rental includes 10'x10' covered canopy with 1 table and 2 chairs and electrical.**

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

**OC Fair Imaginology - APRIL 15-17, 2016**

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

**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**

5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**

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

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

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

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

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

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

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

13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**

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

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

**Angeles Booster Club  
6327 Kaisha St.  
Corona, CA 92880**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_



# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Arts & Learning Conservatory** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space in the OC Promenade. Space number to be determined. Space rental includes 10'x20' pipe and drape booth with 2 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  

**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Arts & Learning Conservatory  
1700 E. Garry Ave  
Santa Ana, CA 92705

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Blind Children Learning Center** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 3 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Blind Children's Learning Center  
18542-B Vanderlip Ave.  
Santa Ana, CA 92705**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

RW

(Signature)

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **California Fire Museum** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One (1) 50'x40' open space to park Vintage Fire Engine(s) and one (1) 10'x10' covered canopy with 2 tables and 4 chairs. Space number to be determined.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for Vintage Fire Engine exhibit.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Calif Fire Museum  
34681 Calle Fortuna  
Capistrano Beach, CA 92624

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **California Homeschool Network** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**California Homeschool Network  
2166 W Broadway #266  
Anaheim, CA 92804**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or  
Michel Richards, Vice President Business Development**

Title \_\_\_\_\_

REVIEWED RW

APPROVED (Signature)

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Camp Fire Inland Southern California** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Camp Fire Inland Southern California  
1226 N. Campus Ave  
Upland, CA 91786**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Deaf Advocacy Center** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange County Deaf Advocacy Center  
2255 W. Ball Rd. #2430  
Anaheim, CA 92814**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **KCNOC Partners,LLC/Drama Advantges aka Drama Kids** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 table and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 PAID. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**KCNOC Partners, LLC/Drama Advantages/Kids**  
1700 E. Garry Ave  
Santa Ana, CA 92705

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or**  
**Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **EF Education First aka EF High School Exchange Year** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**EF Education First  
Two Education Circle  
Cambridge, MA 02141**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development**

Title \_\_\_\_\_



REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **ExplorOcean** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 20'x30'x10' L-space (corner) in the OC Promenade. Space #1. Space rental includes pipe and drape with 4 tables and 4 chairs, electrical and water.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made ou or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**ExplorOcean**  
600 E. Bay  
Newport Beach, CA 92661

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Delevopment

Title \_\_\_\_\_

REVIEWED RW

DATE February 24, 2016

APPROVED [Signature]

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** 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: **Set up April 14; Event dates APRIL 15-17, 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: : **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 table and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Girl Scouts of Orange County  
9500 Toledo Way Suite 100  
Irvine, CA 92618**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Girls Incorporated of Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Girls INC**  
1815 Anaheim, CA 92627  
Costa Mesa, CA 92627

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Harbor Soaring Society** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 100'x50' space. Space number to be determined. Space rental includes 100'x40' open space & three (3) 10'X20' pipe and drape booths, work space for activities 12 tables and 51 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for Model Aeronautics exhibit and activities.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Harbor Soaring Society**  
9200 Westminster Blvd. #65  
Westminster, CA 92683

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_

Title: **Kathy Kramer, Chief Executive Officer or**  
**Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Healthy Smiles for Kids of Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 table and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Healthy Smiles for Kids of OC**  
10602 Chapman Ave Ste 200  
Garden Grove, CA 92840

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Heritage Museum of Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set np April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Heritage Museum of Orange County**  
3101 West Harvard St.  
Santa Ana, CA 92704

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or**  
**Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Inside the Outdoors-Orange County Dept. of Education** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space in the OC Promenade - FRIDAY, APRIL 15 ONLY. Space number to be determined. Space rental includes 10'x20' pipe and drape booth with 2 table and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Inside the Outdoors/ OCDE**  
200 Kalmus Dr  
Costa Mesa, CA 92628

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **ISOpod - City of Newport Beach** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 20'x30' open space to park 20' mobile unit/truck - FRIDAY, APRIL 15 ONLY. Space # to be determined.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for mobile educational and hands-on tide pools and sea life exhibit.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are dne on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Inside the Outdoors/ OCDE  
200 Kalmus Dr  
Costa Mesa, CA 92628

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_



RW

[Signature]

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Job's Daughters International - Rebecca Lane** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape booth with 2 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Job's Daughters**  
c/o 10311 Riverside Dr. #201  
Toluca Lake, CA 91602

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

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# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Just B Kause** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Just B Kause**  
231 S. Center St  
Orange, CA 92868

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

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# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Model A Ford Club, Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 30'x40' space in Main Mall. Space number to be determined. Space includes 20'x20' covered canopy 3 table and 8 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for Model A Ford Cars exhibit.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Model A Ford Club, OC  
5022 Woodcrest Dr.  
Yorba Linda, CA 92886

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Mountain and Sea Educational Adventures** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 table and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Mountain & Sea Educational Adventures**  
P.O. Box 950  
San Pedro, CA 90733

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Oak Canyon Nature Center – City of Anaheim** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 4 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Oak Canyon Nature Center  
6700 E Walnut Canyon Rd.  
Anaheim, CA 92807**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

REVIEWED RW

APPROVED (Signature)

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **OC Vaulting - Gibran Stout** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 30'x30' corner space with pipe and drape in the OC Promenade. Space number to be determined. And one 72'x56'x117'x89' grassy space on Livestock Lane to include a 50' fenced ring for horse exhibit and a 10'x10' canopy. Space rental includes 4 tables and 20 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**OC Vaulting - c/o G. Stout**  
905 Arlington  
Costa Mesa, CA 92626

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Educational Arts Academy – Kamil Hazel** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space on FRIDAY, APRIL 15 and SATURDAY, APRIL 16 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

OCEAA or Kamil Hazel  
825 North Broadway  
Santa Ana, CA 92701

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

DATE February 24, 2016

APPROVED [Signature]

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Ocean Institute** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' corner space in the OC Promenade. Space number to be determined. Space rental includes 10'x10' pipe and drape booth with 3 tables, 4 chairs, electrical and H2O access.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair Imaginology - APRIL 15-17, 2016**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Ocean Institute  
24299 Dana Point Harbor Drive  
Dana Point, CA 92629**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_



REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Transportation Authority** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space plus space for a 40'x10' OCTA bus on SATURDAY, APRIL 16 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy with 1 table and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange County Transportation Authority**  
600 S. Main St  
Orange, CA 92863

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

DATE February 24, 2016

APPROVED [Signature]

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **The Open School** hereinafter called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 10'x10' space SATURDAY, APRIL 16 and SUNDAY, APRIL 17 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  

**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**The Open School**  
23952 Sprig Street  
Mission Viejo, CA 92691

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED AD

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange Coast Musical Arts** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape booth with 2 tables and 4 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange Coast Musical Arts  
12671 Buaro St  
Garden Grove, CA 92840**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development.

Title \_\_\_\_\_

REVIEWED RW

APPROVED (Signature)

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Oui-Connect aka hostAfrenchie – Hector Bachelot** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set np April 14; Event dates APRIL 15-17, 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: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Oui-Connect aka hostAfrenchie  
24241 Avenida de las Flores  
Laguna Niguel, CA 92677**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Prehistoric Inc - DBA The Reptile Zoo**, hereinafter called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 20' x 40' indoor corner space; Anaheim Building. Space #1. Space includes 20' x 40' pipe and drape, with 3 tables and 3 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for reptile exhibit which includes hands-on interaction with a variety of reptiles from around the globe.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Prehistoric INC - DBA The Reptile Zoo**  
18822 Brookhurst Street  
Fountain Valley, CA 92708

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or Michele Richards, Vice President Business Development**

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Pretend City Children's Museum** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 30'x35' space; OC Promenade. Space number to be determined. Space rental includes 10'x20' pipe and drape booth with 2 tables and 4 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Pretend City Children's Museum  
29 Hubble  
Irvine, CA 92618**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Hoag Memorial Hospital - Project Wipeout**, hereinafter called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x30' space – this includes area to park vehicle for exhibit. Space number to be determined. Space rental includes 10'x10' covered canopy with 2 table and 4 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  

**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Hoag Hospital-Project Wipeout  
9772 Cornerbrook Dr.  
Huntington Beach, CA 92646**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Recess Revolution – Kristin Shepherd**, hereinafter called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: : **One 1,000 sq. ft. space. Space number to be determined. Space rental includes 10'x10' covered canopy with 2 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Recess Revolution – Kristin Shepherd**  
1801 W. Beverly Dr  
Orange, CA 92868

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_



# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Rock n Roll Camp for Girls Orange County - Melissa Riggs** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 3 table and 8 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Rock n Roll Camp for Girls OC  
PO Box 1392  
Anaheim, CA 92815**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Scholastic Book Fairs** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 20' x 30' indoor space; Anaheim Building. Space number to be determined. Space includes 20' x 30' pipe and drape, with 6 tables and 3 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for book fair.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Scholastic Book Fairs  
2890 E. White Star  
Anaheim, CA 92843

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **School of Continuing Education – Kids College (North OC Community College District)** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 2 tables and 4 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

North Orange County Community College District  
1830 W. Romneya Drive, Bldg B-LEAP Office  
Anaheim, CA 92801

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Serving Kids Hope aka Dr. Riba's Health Club** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x20' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

### OC Fair Imaginology - APRIL 15-17, 2016

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Serving Kids Hope aka Dr. Riba's Health Club**  
2100 W. Alton, Suite 2  
Santa Ana, CA 92704

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Segerstrom Center for the Arts**, hereinafter called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 10'x20' space FRIDAY, APRIL 15 and SATURDAY, APRIL 16 ONLY. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape booth with 4 table and 4 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Segerstrom Center for the Arts  
600 Town Center Drive  
Costa Mesa, CA 92626**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED QA

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Module Railroaders** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 36'x40' space in the OC Promenade. Space number to be determined. Space includes 3 tables and 6 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for interactive model train exhibit.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**OC Module Railroaders**  
10 Glenhurst  
Irvine, CA 92604

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Mosquito and Vector Control District** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

### OC Fair Imaginology - APRIL 15-17, 2016

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange County Mosquito & Vector Control District**  
13001 Garden Grove Blvd  
Garden Grove, CA 92843

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

### RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Vanguard University of Southern California** hereinafter, called the Renter

**WITNESSETH:**

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space. FRIDAY, APRIL 15 ONLY. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape booth with 2 tables and 4 chairs, water and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for educational exhibit. Refundable deposit waived.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Vanguard University of Southern California  
55 Fair Drive  
Costa Mesa, CA 92626

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_



REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Western Antique Power Associates** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 35'x35' space on SATURDAY, APRIL 16<sup>th</sup> ONLY. Space number to be determined. Space includes 1 table and 4 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for antique engines and farm machines exhibits and hands on displays.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Western Antique Power Associates  
P.O. Box 91822  
Pasadena, CA 91109

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Wolf Corp Robotics Team – Scott Watkins**, hereinafter called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 10'x10' space; SUNDAY, APRIL 17 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are dne on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Wolf Corp Robotics Team – Scott Watkins**  
c/o 2046I Seton Hill Dr  
Walnut, CA 91789

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE February 24, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

### RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **YMCA of Orange County** hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 40'x40' space on the Main Mall. Space number to be determined. Space includes 20' x 20' covered canopy with 6 tables and 4 chairs and electrical.**
- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair Imaginology - APRIL 15-17, 2016**

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Refundable deposit of \$100 waived.**
- 5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**YMCA of Orange County**  
13821 Newport Ave, Suite 200  
Tustin, CA 92780

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED AA

DATE March 7, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

### RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **MIND Research Institute** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x30' corner space in the OC Promenade. Space number to be determined. Space rental includes 10'x30' pipe and drape booth with 4 tables, 10 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**MIND Research Institute  
111 Academy, Suite 100  
Irvine, CA 92617**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED DA

DATE March 3, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Fishing in the City: South Coast Region CA Dept of Fish & Wildlife** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 60'x35' space in Country Meadows and parking for two mobile units approximately 10'x20' each. Space number to be determined. Space rental includes 10'x10' covered canopy 2 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**CA Dept. of Fish & Wildlife**  
4665 Lampson Ave Suite C  
Los Alamitos, CA 90720

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE March 3, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **UC Irvine Summer Session** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 10'x10' space FRIDAY, APRIL 15 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**UC Irvine Summer Session**  
P.O. Box 6050  
Irvine, CA 92697

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

REVIEWED RW

APPROVED [Signature]

DATE March 7, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **The Cooper Center** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: **One 70'x25' space. Space number to be determined. Space rental includes 10'x10' covered canopy 2 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 waived.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**The Cooper Center  
State College Blvd.  
Fullerton, CA 92831**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_

### RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **The Wellness Champions – ET Chiropractic**, hereinafter called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 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: : **One 10'x10' space; SUNDAY, APRIL 17 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 2 tables and 4 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 PAID. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**The Wellness Champions–ET Chiropractic**  
4341 Birch St, #100  
Newport Beach, CA 91789

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Michele Richards, Vice President Business Development

Title \_\_\_\_\_



# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **STEAM Powered Education** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14; Event dates APRIL 15-17, 2016**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space in the Anaheim bldg. Space number to be determined. Space rental includes 10'x10' pipe and drape booth with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - APRIL 15-17, 2016**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 received. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2016.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2016**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**STEAM Powered Education**  
24875 Nueva Vista Dr.  
Laguna Niguel, CA 92677

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: **Kathy Kramer, Chief Executive Officer or  
Michel Richards, Vice President Business Development**

Title \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

**EXHIBIT "A"**  
**OC FAIR IMAGINOLOGY 2016 RULES AND REGULATIONS**

**ACTIVITY** – All booths must include a demonstration, hands-on activity or game to engage those attending the event. Failure to provide an activity will result in forfeiture of deposit monies and withdrawal of application to **OC Fair Imaginology 2017**.

**EQUIPMENT AND ELECTRICAL** - needs must be stated on the application. Any modification of needs will be accommodated if possible, but not guaranteed. Extension cords must be a minimum of 12 gauge and UL approved, and are 3 prong (grounded) configuration. You must supply your own extension cords.

**INSURANCE** - Feature exhibitors are required to provide evidence of insurance. See Exhibit "B", Insurance Requirements. Special Events Liability Insurance may be purchased at a fee of \$ 35.00.

**MEGAN'S LAW SCREENING** – In accordance with District policy, all entities conducting business on the OC Fair grounds property during Youth Expo will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on OCFEC premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify OCFEC for any negligence arising out of or connected with their obligations pertaining to the required screening. Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on OCFEC premises. See the Megan's Law Screening Certification and Listing enclosed.

**PROHIBITED ITEMS** - Feature exhibitors are prohibited from giving away the following items: Stickers, balloons, gum and consumable items.

**PROMOTION ONLY** - Feature exhibitors will not be allowed to sell items at the event. **Exhibitors are prohibited from obtaining personal information from attendees under the age of 18.** Information provided by a parent is permissible.

**SET-UP** - of exhibit is permitted **Thursday, April 14 from 9 a.m. to 6 p.m., Friday, April 15 from 6:30 a.m. to 8 a.m. and Saturday and Sunday, April 16 and 17 from 7 a.m. to 9 a.m.** If additional set-up time is required special arrangements must be made in advance with the OC Fair Imaginology staff. Please call **Chris Gunst** at (714) 708-1553 to make special set-up arrangements. Cart service will not be provided.

**SPACES** - will be assigned by designated OC Fair Imaginology staff of the OC Fair & Event Center only.

**STAFFING** - All booths must be staffed during all hours of the event for all days you are participating.

<b>Friday, April 15, 2016</b>	<b>9 a.m. – 3 p.m.</b>
<b>Saturday, April 16, 2016</b>	<b>10 a.m. – 5 p.m.</b>
<b>Sunday, April 17, 2016</b>	<b>10 a.m. – 5 p.m.</b>

**SUBLEASING (SHARING)** - of spaces is not allowed under any circumstances.

**TEAR DOWN** - of exhibit should take place after **3:00 p.m. on Friday** and after **5:00 p.m. on Saturday or Sunday**. Tearing down booth prior to closure of event will result in forfeiture of deposit monies and withdrawal of application to **OC Fair Imaginology 2017**.

**TIP JARS** - are not allowed.

**WORK PERMITS** - are required by law for all workers under the age of 18 years old.

PLEASE SHARE A COPY OF THESE FEATURE EXHIBITOR BOOTH RULES WITH ALL WHO WILL BE STAFFING YOUR BOOTH AT **OC FAIR IMAGINOLOGY 2016**. FAILURE TO COMPLY WITH ABOVE RULES MAY RESULT IN THE LOSS OF DEPOSIT MONIES.

**EXHIBIT B  
INSURANCE REQUIREMENTS**

**I. Evidence of Coverage**

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

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

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

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

3. Coverages:

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

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

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

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

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

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

5. Certificate Holder: **OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626**

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

1 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.

2 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.

3 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.

4 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.

**STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)****1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

**2. Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

**3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, 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 (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made 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. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor, by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code Section 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to 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 (cancer), age (over 40), marital status, and denial of family care leave.

**4. Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

**5. 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.

**6. Termination**

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

**7. Governing Law**

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

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

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 (PCC 10410):**

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

**Former State Employees (PCC 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. (PCC 10420).

9. **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.

10. **Air or Water Pollution Violation (WC 13301)**

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.

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**As of February 29, 2016**

<b>JOINT POWERS AUTHORITY</b>	<b>PROJECT #</b>	<b>PROJECT DATE</b>	<b>PROJECT DESCRIPTION</b>	<b>PRIMARY CONTRACTOR</b>	<b>APPROVED PROJECT TOTAL</b>
<b>Continuing</b>					
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	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	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
California Fair Financing Authority	03215051	12/01/15	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$13,750.00
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
<b>New</b>					
California Fair Financing Authority	03216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
<b>Revision/Amendment</b>					



# **New Joint Powers Authority Agreements**

**February 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 Construction of Heroes Hall Renovation Project

To: Becky Bailey-Findley, Managing Director  
California Fairs Financing Authority

Date: February 24<sup>th</sup>, 2016

From: 32nd DAA, Orange County Fair & Event Center

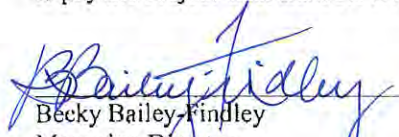
Subject: Letter of Understanding No. 16-012 (CFFA Project No. 032-16-012)

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").

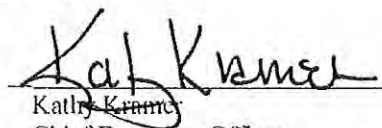
PROJECT: See Exhibit A, (February 24<sup>th</sup>, 2016), Heroes Hall Renovation Project  
SCHEDULE: Estimated Start Date: Immediately. Completed by November 4, 2016  
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project management/administration fees, project inspection fees, and third party charges ("Project Cost"), per Authority's fee schedule, where applicable, identified in Exhibit A attached.
2. CFFA's project management/administration fee ranges between six percent (6%) and twelve percent (12%) of project construction costs. Based upon the project scope, size and complexity, CFFA's fee for this project will be 6%.
3. Upon approval of this LOU, the Fair shall encumber and maintain Funds in the amount of **THREE MILLION, EIGHT HUNDRED FIFTY THOUSAND, SEVEN HUNDRED & THIRTY EIGHT DOLLARS and 72/100 CENTS (\$3,850,738.72)**, 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 Services Authority

2/29/16  
Date

  
Kathy Kramo  
Chief Executive Officer  
Orange County Fair & Event Center

2/29/16  
Date



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6616

FINANCING  
DESIGN  
CONSTRUCTION

## Exhibit A

February 24<sup>th</sup>, 2016

Project No. **032-16-012**  
Subject: **32<sup>nd</sup> District Agricultural Association (DAA)  
Orange County Fair & Event Center  
Construction of Heroes Hall Renovation Project**

The cost proposal is for the construction of Heroes 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 32<sup>nd</sup> DAA (Fair).
- B. The Contract will be between CFFA and the Contractor.
- C. The project consists of the preparation of site, relocation and renovation of building, and the additional construction and modernization of the Heroes Hall structure, per the project plans and specifications by ATI Architects & Engineers.
- D. CFFA will provide project management, inspections, and administration services associated with this project, including the management of the Architect's oversight.
- E. This LOU does not include any activities associated, with either the Southern California Edison or AT&T vaults, manholes, equipment, or systems, including, but not limited to, redesign, re-location, inspections, etc.
- F. CFFA professional services are not inclusive in the cost breakdown. These services include, geotechnical services, soils engineering, soil reports etc.

This cost proposal is inclusive of the contract construction agreement between CFFA and contractor, project management/administration, supplemental and reimbursable costs, inspections and architect and project oversight. The Fair understands that additional project management/administration costs will be incurred if the project extends beyond the current scheduled completion date of November 4<sup>th</sup>, 2016, or if the project exceeds the current scope. Included in this cost proposal are CFFA's project management/administration and estimated handling fees. Any of the professional services or construction contingency funds included in the cost breakdown that are used, will also be subject to CFFA's associated fee structure.

The total cost, for the **Heroes Hall Renovation Construction Project** is estimated to be \$3,850,738.72. This cost includes a 10% construction contingency, estimated supplemental & reimbursable costs, and CFFA management/administration fees. CFFA project management/administration fees, are based on the project scope, size and complexity. The fees schedule below identifies the fee will be six percent (6%) of the contractors construction cost for the project. Additional project management/administration fees at the same rate will be incurred based upon the amount of the construction contingency funding that is utilized. Any professional services and reimbursable direct costs will be subject to a three percent (3%) handling fee of the actual amount expended. The management/administration fee is comprised of project management/oversight (on and off site), contractor coordination & meetings, schedule coordination, project administration (i.e. accounting, record keeping, certified payroll, DIR compliance, etc.), document preparation (i.e. public records requests, reimbursable, etc.), and architect/contractor interface (i.e. Submittals and RFI coordination). Project inspections are based upon project scope and schedule, estimated inspections/job site visits, and complexity of the work. A cost breakdown is presented below.

**Orange County Fair & Event Center/32th DAA**  
**Heroes Hall Renovation**  
**Cost Breakdown**

<b><u>PROJECT CONSTRUCTION COSTS</u></b>		
Contractors Cost: Base Bid	\$ 3,184,772.00	
Contractors Cost: Add. Alternate No. 1	\$ 41,626.00	
	Construction Sub-Total	\$ 3,226,398.00
*CONSTRUCTION CONTINGENCY (10%)	\$ 322,639.80	\$ 322,639.80
<b><u>*SUPPLEMENTAL COSTS (Estimates)</u></b>		
**Architect Construction Services	\$ 25,000.00	
**Special/Contracted Inspections	\$ 30,000.00	
	Professional Services Sub-Total	\$ 55,000.00
<b><u>*REIMBURSABLES (Estimates)</u></b>		
**Travel & Associated Costs	\$ 48,133.00	
Reproduction Services	\$ 875.00	
Misc.	\$ 960.00	
	Reimbursable Sub-Total	\$ 49,968.00
<b><u>MANAGEMENT/ADMINISTRATION FEES</u></b>		
Construction Project Administration Fee (6%)	\$ 193,583.88	
Other Direct Costs Handling Fee (3%)	\$ 3,149.04	\$ 196,732.92
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 3,850,738.72</b>

\*All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration or Handling fees, as applicable.

\*\*Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

The project will commence immediately and be completed by November 4, 2016 with an expected project duration of approximately eight (8) months. Based on the scheduled duration of the project, the current project management fees of \$193,583.88 will be billed in eight (8) monthly installments of \$24,198.00, with the first payment due upon the signing of the LOU. If the project progresses past the scheduled completion date, November 4, 2016, additional project management/administration, and supplemental fees will be incurred. The additional fee structure will be based upon a rate of \$24,198.00 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, including handling fee, along with any project management fees based upon the use of any contingency funds, will be reimbursed, in arrears, on a monthly basis, upon receipt of an invoice from CFFA, which will include copies of applicable receipts. Payment of all invoices are due within 30-days of the invoice billing date. If any third party professional services or consultant outside services, including legal, 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.

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. CFFA 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. CFFA 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. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 16-012, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 16-012, 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 CFFA 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 February 2016**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Paid 02/03/2016  
Check # 78659

## Payment Authorization

Date: 1/4/2016 Amount: \$1,356.00

Vendor Name: CFFA

Invoice No.: 1817

Invoice Date: 12/31/2015

Project No.: 03215048

Project Name: Century Barn Replacement Project Bld 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

[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 95813  
Phone: (916) 263-6100  
Fax: (916) 263-6110

FINANCING  
DESIGN  
CONSULTATION

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

## Invoice

Invoice Number: 1817  
Invoice Date: 12/31/2015  
Customer Code: 32nd  
Project: 03215048  
Century Barn - Bid Solicitation

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215048 - Century Barn Direct Costs - 12/2015	1,356.00
	<u>\$1,356.00</u>

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$1,356.00  
Sales Tax: 0.00  
Invoice Total: \$1,356.00



# General Ledger Detail

Current Period 12 (12/1/2015 - 12/31/2015)

CFFA  
CFFAccounting

Unit Of Measure: \$

Thursday, December 31, 2015 9:33:09AM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b><del>625-032-03215048-A Advertising, 032, Century Barn,</del></b>							<del>0.00</del>
12/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,356.00		
12/21/2015	West America Bank Invoice: 12212015	December 2015 Statement Operating,	Bid Advertisements - Century Barn				1,356.00
<b>625-032-03215048-A</b>		Net:	1,356.00		1,356.00	0.00	1,356.00
<b>\$ Grand Totals</b>							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	1,356.00		1,356.00	0.00	1,356.00
		<b>\$ Trial Balances</b>			Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		1,356.00	0.00	1,356.00
			Ending:		1,356.00	0.00	1,356.00



The Orange County Register • Excelsior • SqueezeOC.com  
Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Friday, December 18, 2015

Transaction Type: Payment	Customer Type: Small Business
Ad Number: 0010120737	Customer Category: CLS-Ledger
Apply to Current Order: Yes	Customer Status: Active
Payment Method: Credit Card	Customer Group: CLS-Legals
Bad Debt: -	Customer Trade:
Credit Card Number: XXXXXXXXXXX1737 - Visa	Account Number: 1001062242
Credit Card Expire Date: March 2017	Phone Number: 9167169099
Payment Amount: \$1,356.00	Company / Individual: Company
Amount Due: \$0.00	Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY
Reference Number:	Customer Address: 1776 TRIBUTE ROAD, SUITE 100
Charge to Company: OCR	SACRAMENTO, CA 95815 USA
Category: Classified	Check Number:
redit to Transaction Numbe	Routing Number:
Invoice Text: PROJECT 032-15-048 - <i>Century Barn</i>	
Invoice Notes: PUBLISHED: ORANGE COUNTY REGISTER	



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016 Amount: \$258.25

Vendor Name: CFFA

Invoice No.: 1828

Invoice Date: 01/25/2016

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1828  
Invoice Date: 1/25/2016  
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 - 01/2016	258.25
	<u>\$258.25</u>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$258.25  
Sales Tax: 0.00  
Invoice Total: \$258.25

# General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Thursday, January 28, 2016 4:21:27PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03213031-A</b>	<b>Printing-Projects, 032, Pac Amp Pha</b>						483.11
<b>643-032-03213031-A</b>	<b>Supplies-Projects, 032, Pac Amp Rei</b>						468.80
<b>645-032-03213031-A</b>	<b>Ops Delivery, 032, Pac Amp Phase II</b>						4.53
1/19/2016	Summarized AP Invoices	Invoices	AP-Invoice		3.25		
12/31/2015	Golden State Overnight	Invoice: 2980012	Shipment to AWI				3.25
<b>645-032-03213031-A</b>		Net:		3.25	3.25	0.00	7.78
<b>651-032-03213031-A</b>	<b>Legal, 032, Pac Amp Phase II ,</b>						34,035.84
1/12/2016	Summarized AP Invoices	Invoices	AP-Invoice		255.00		
1/12/2016	Orbach Huff Suarez & Henderson LLP	Invoice: 71875	Legal Services - December 2015				255.00
<b>651-032-03213031-A</b>		Net:		255.00	255.00	0.00	34,290.84
<b>664-032-03213031-A</b>	<b>Travel-projects, 032, Pac Amp Phase</b>						31,938.36
<b>668-032-03213031-A</b>	<b>Misc Expense-Project, 032, Pac Amp</b>						65.06
<hr/>							
<b>\$ Grand Totals</b>		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		66,995.70	258.25		258.25	0.00	67,253.95
		<b>\$ Trial Balances</b>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		66,995.70	0.00	66,995.70
			Activity:		258.25	0.00	258.25
			Ending:		67,253.95	0.00	67,253.95

**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA 95815

January 12, 2016

Attention: Brian Eubanks

Inv #: 71875

RE: General Facilities  
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
12-02-15	1597		0.40	\$230.00	92.00
12-18-15	1597		0.40	\$230.00	92.00
12-23-15	1597		0.30	\$230.00	69.00
Totals			1.10		\$253.00

**DISBURSEMENTS**

Dec-31-15	Photocopies 8 @ 0.25 week of 12/14/15	2.00
Totals		\$2.00
Total Fees and Disbursements		\$255.00

TAX ID Number 95-4655650

OK TO PAY  
1-20-16

**Timekeeper Summary**

<b>Timekpr #</b>	<b>Name</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
1597	Kimble Cook	1.10	\$230.00	\$253.00



RECEIVED

JAN 08 2016

MLL

INVOICE

Invoice #	Account #	Invoice Date	Current Invoice	Total Due	Payment
2980012	8112	12/31/2015	\$3.25	\$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	\$13.69
Payments Received	\$3.25
Adjustments	\$0.00
Past Due	\$10.44
Current Invoice	\$3.25
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
12/29/2015	AWI Builders	90680	J. Esci		CPS	\$0.00	\$0.18
630421240	7831 Paramount Blvd	Pico Rivera	4:20 pm		1	\$0.00	\$3.25
						Total Fuel Charge:	\$0.18
						Total Shipping Charge:	\$3.25

OK TO PAY  
 BE 1-20-16







800-322-5555 [www.gso.com](http://www.gso.com)

**Ship From**

CALIFORNIA FAIRS FINANCING AUTHORITY  
CFFA  
1776 TRIBUTE ROAD  
STE 100  
SACRAMENTO, CA 95815

Tracking #: 530421240

**CPS**



**Ship To**

AWI BUILDERS  
ROBERT M.  
7831 PARAMOUNT BLVD  
PICO RIVERA, CA 90660

**NWK**  
**PICO RIVERA**

**A**

**COD: \$0.00**

**Weight: 0 lb(s)**

**Reference:**

**D90640B**

**Delivery Instructions:**



**Signature Type: REQUIRED**

46497887

Print Date: 12/29/2015 10:02 AM

**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.



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/25/2016

Amount: \$15,257.56

Vendor Name: CFFA

Invoice No.: 1830

Invoice Date: 01/25/2016

Project No.: 03215050

Project Name: Pacific Amphitheatre Seating Installation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*Ben Fisher*  
Project Manager

*Ben Fisher*  
Construction Manager

*Christy Fisher*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1830  
Invoice Date: 1/25/2016  
Customer Code: 32nd  
Project: 03215050  
Pac Amp Seating Installation

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Project Admin Fees per LOU 15-050 #2	15,257.56
	\$15,257.56

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$15,257.56  
Sales Tax: 0.00  
Invoice Total: \$15,257.56

be required, and will be calculated at 6% of the actual amount expended. The management/administration support fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). A cost breakdown is presented below.

**Orange County Fair & Event Center/32th DAA  
 Pacific Amphitheatre Seating Installation  
 Cost Breakdown**

<b>PROJECT CONSTRUCTION COSTS</b>		
Contractors Cost (American Seating Company)	\$ 1,017,170.21	
	Construction Sub-Total	\$ 1,017,170.21
<b>CONSTRUCTION CONTINGENCY (10%)</b>	\$ 101,717.02	\$ 101,717.02
<b>SUPPLEMENTAL COSTS</b>		
Supplemental Project Re-Bid Costs	\$ 1,800.00	
Special Inspections	\$ 4,000.00	
	Professional Services Sub-Total	\$ 5,800.00
<b>REIMBURSABLES</b>		
Travel	\$ 11,200.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	Reimbursable Sub-Total	\$ 12,300.00
<b>MANAGEMENT/ADMINISTRATION FEES</b>		
Project Administration Fee (6%)		\$ 61,030.21
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 1,198,017.44</b>

\*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 15, 2016. Based on the scheduled duration of the project, the current project management fees of \$61,030.21 will be billed in four (4) monthly installments of \$15,257.56, with the initial 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 \$15,257.56 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 receipt of an invoice from CFFA, which will include copies of applicable receipts. Payment of all invoices are due within 30-days of the invoice billing date. Payments not received within 30-days of the due date will be subject to interest at a rate of



CALIFORNIA  
FAIRS FINANCING  
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FINANCING  
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CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/26/2016 Amount: \$10,453.33

Vendor Name: CFFA

Invoice No.: 1831

Invoice Date: 01/26/2016

Project No.: 03215059

Project Name: Action Sports Arena Roofing Project

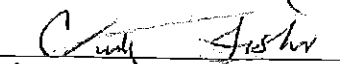
Fair Name: OC Fair & Event Center

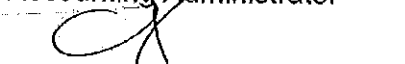
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

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: 1831  
 Invoice Date: 1/26/2016  
 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 (2 of 3)	10,453.33
	<b>\$10,453.33</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [CFFAaccounting@cfsa.org](mailto: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**

<b><u>PROJECT CONSTRUCTION COSTS</u></b>		
Contractors Cost (AP-Construction)	\$ 456,000.00	
	<u>Construction Sub-Total</u>	<b>\$ 456,000.00</b>
<b>CONSTRUCTION CONTINGENCY (10%)</b>	<b>\$ 45,600.00</b>	<b>\$ 501,600.00</b>
<b><u>SUPPLEMENTAL COSTS</u></b>		
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>	<b>\$ 4,000.00</b>
<b><u>REIMBURSABLES</u></b>		
Travel (Shared with Painting Project)	\$ 3,500.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	<u>Reimbursable Sub-Total</u>	<b>\$ 4,600.00</b>
<b><u>MANAGEMENT/ADMINISTRATION FEES</u></b>		
Project Administration Fee (6%)		<b>\$ 27,360.00</b>
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 540,060.00</b>

\*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  
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CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016 Amount: \$493.39

Vendor Name: CFFA

Invoice No.: 1837

Invoice Date: 01/29/2016

Project No.: 03215048

Project Name: Century Barn Replacement 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

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee





CALIFORNIA  
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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: 1837  
 Invoice Date: 1/29/2016  
 Customer Code: 32nd  
 Project: 03215048  
 Century Barn - Bid Solicitation

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215048 - Century Barn Direct Costs - 01/2016	493.39
	<b>\$493.39</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [CFFAaccounting@cfssa.org](mailto:CFFAaccounting@cfssa.org)

Net Invoice: \$493.39  
 Sales Tax: 0.00  
 Invoice Total: **\$493.39**

## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
 Marcus Lée

Unit Of Measure: \$

Friday, January 29, 2016 11:55:44AM  
 Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance	
<b>625-032-03215048-A Advertising, 032, Century Barn,</b>							1,356.00	
<b>642-032-03215048-A Printing-Projects, 032, Century Barn</b>							0.00	
1/7/2016	Summarized AP Invoices	Invoices	AP-Invoice		123.03			
1/7/2016	American Reprographics Company	Invoice: 8434597	File Processing Century Barn				76.62	
1/7/2016	American Reprographics Company	Invoice: 8435410	PW DMF/ Specs Century Barn				46.41	
1/20/2016	Summarized AP Invoices	Invoices	AP-Invoice		6.62			
1/20/2016	American Reprographics Company	Invoice: 8452884	Century Barn Bidding PW DMF/ Specs				6.62	
1/25/2016	Summarized AP Invoices	Invoices	AP-Invoice		33.09			
1/25/2016	American Reprographics Company	Invoice: 8448557	Century Barn Bidding PW DMF/ Specs				33.09	
<b>642-032-03215048-A</b>				Net:	162.74	162.74	0.00	162.74
<b>664-032-03215048-A Travel-projects, 032, Century Barn,</b>							0.00	
1/3/2016	Summarized AP Invoices	Invoices	AP-Invoice		330.65			
1/3/2016	Michael Sellens	Invoice: 1/3/16-Travel	Century Barn Job Walk, M, Sellens Job Walk 1/6				330.65	
<b>664-032-03215048-A</b>				Net:	330.65	330.65	0.00	330.65
<b>\$ Grand Totals</b>								
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance	
		1,356.00	493.39		493.39	0.00	1,849.39	
<b>\$ Trial Balances</b>								
			Prior:		1,356.00	0.00	1,356.00	
			Activity:		493.39	0.00	493.39	
			Ending:		1,849.39	0.00	1,849.39	



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

PAID

INVOICE NO. 8434597

INVOICE DATE 01/07/16

WORK ORDER# 553622

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: CALIFORNIA FAIRS FINANCING AUTHORITY  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 01/06/16 at 12:00AM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP						
MICHAEL SELLENS/CALIFORNIA FAIRS FIN	916-263-6114		Ed Worcester						
JOB#	JOB NAME	BILLER		LOC					
	OC FAIR CENTURY BARN REPLACEMENT	Laura Richman		001					
ITEM#	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT	UNIT	QTY	PRICE	AMOUNT
1921	File Processing Small Formal	NT 001	1	231		231	EA	0.0600	13.86
1900	BW Copies 8.5X11	T 001	258	1		258	EA	0.1390	35.86
1903	2 Sided Set Up	T 001	1	1		1	EA	11.0300	11.03
1927	Document Assembly/Collate	NT 001	3	1		3	EA	0.1800	0.54
1950	GBC Bind	T 001	1	1		1	EA	1.7850	1.79
1925	Acetate Covers	T 001	1	1		1	EA	1.2600	1.26
1926	Back Covers (Blk or White)	T 001	1	1		1	EA	1.8900	1.89
8522	Set Up	T 001	1	1		1	EA	5.7800	5.78

*Approved for Payment*  
*M. P. Sellen 1/14/16*  
*OK TO P<sub>ay</sub>*  
*BE 1-20-16*

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
72.01		4.61	76.62		76.62

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.  
 2402725



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

PAY

INVOICE NO. 8435410

INVOICE DATE 01/07/16

WORK ORDER# f2078519

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: 01/07/16 at 12:00PM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP
Michael Sellens/CALIFORNIA FAIRS FIN	916-263-6114		Ed Worcester
JOB#	JOB NAME	BILLER	LOC
	CENTURY V=BARN REPLACEMENT	Laura Richman	001

QTY	DESCRIPTION	UNIT	PRICE	TOTAL	TAX	DISC	NET	EA	AMOUNT	LOC
8503	PW DMF/Specs	NT	001	232	1		232	EA	0.1730	40.14
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

*Approved for Payment*  
*M.S. Sellens 1/14/16*  
*OK TO PA*  
*1/20/16*

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
45.92		0.49	46.41		46.41

Invoices undisputed for 45 days are final.  
 2402727

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

RECEIVED

JAN 26 2016

CCA

INVOICE NO. 8452884

INVOICE DATE 01/20/16

WORK ORDER# f2078502

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: 01/20/16 at 12:00PM

CONTACT Michael Sellens/CALIFORNIA FAIRS FIN		PHONE 916-263-6114	PURCHASE ORDER#				SALES REP Ed Worcester			
JOB# 032-15048		JOB NAME CENTURY BARN REPLACEMENT				BILLER Maureen Morris		LOC 001		
OP CODE	DESCRIPTION	TAX	EQ	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	2	1		2	EA	0.1730	0.35
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

*Approved for Payment*  
*Michael Sellens*  
*1/26/16*  
*OK TO [unclear] 1-3-16*

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
6.13		0.49	6.62		6.62

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.  
2417559



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-8036592

RECEIVED

JAN 23 2016

CCA

INVOICE NO. 8448557

INVOICE DATE 01/18/16

WORK ORDER# f2078508

SOLED 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: 01/13/16 at 12:00PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
Michael Sellens/CALIFORNIA FAIRS FIN		916-263-6114			Ed Worcester					
JOB#		JOB NAME			BILLER		LOC			
553622/032-15-048		CENTURY BARN REPLACEMENT			Chelsea Langer		001			
OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	155	1		155	EA	0.1730	26.82
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

*OK to pay  
BZ 2-2-16*

*Approved for Payment  
M.A. Sellen, 2/2/16*

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
32.60		0.49	33.09		33.09

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.  
 2409401

LT



# California Fair Services Authority

## 2016 Travel Expense Report

Name: Michael Sellens  
 Period: 1/6/2016  
mm/dd/yy

Department: CFFA/Construction **PAID**  
 To: 1/7/2016  
mm/dd/yy

Transportation: Attach receipts for airline and/or rental car. Show mileage only for private vehicle.

Date	Beg. Time	End Time	Origination	Destination	Mileage	Travel Mode	Cash	Charge
1/3/2016			OC Fair	CFFA	415	Personal Car	224.10	
Total miles of private vehicle:							415	
							Subtotal:	224.10

Meals and Lodging (per day): Attach receipts if over per diem cost (meals). All receipts for lodging.

Date	Location	Lodg'g		Brkfst		Lunch		Dinner		Incid'l	Cash	Charge
		Cash	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg			
1/7/2016	Best Western/Costa Mesa/OC Fair	106.55									106.55	
Subtotal:											106.55	
Subtotal from Meals and Lodging Addendum:												

Entertainment and other itemized expenses, attach all receipts.

Date	Place	Description	Cash	Charge
Subtotal:				

Purpose of Travel: Job Walk for OC Fair Century Barn Replacement Project (032-15-048).	Subtotal from Entertainment Addendum:		
	Column Totals:	330.65	
Submitted by: <u>M.P. Sellens</u> Approved by: <u>[Signature]</u> 1-20-16	Less Cash Advance:		
	Balance due CFSA:		
	Balance due employee:		
	Total Travel Expense:		
	(add column totals):		330.65

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/07/2016 07:59 AM kelly

Loyalty Club: 6006630555905905

BLUE

Room #

219-A

**Registered To:**

Sellens, Michael  
5031 Lourina Court  
Fair Oaks, CA 956283419

Conf #

108175

Arrival

01/06/16

Departure

01/07/16

Room Type

KDN-King - Delux - Non

Guests

2 / 0

Payment

Visa/Master

Acct

XXXX-XXXX-XXXX-3433

(916) 966-8502

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/06/16	DEPALM	RC	ROOM CHARGE			\$95.99
01/06/16	DEPALM	9	ROOM TAX			\$7.68
01/06/16	DEPALM	91	CITY BIA			\$2.88
01/07/16	kelly	VS	PAYMENT VISA/MC		3433 - 006745	\$106.55
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

\_\_\_\_\_  
Signature





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016

Amount: \$184.42

Vendor Name: CFFA

Invoice No.: 1838

Invoice Date: 01/29/2016

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

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1838  
Invoice Date: 1/29/2016  
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	184.42
	<u>\$184.42</u>

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$184.42  
Sales Tax: 0.00  
Invoice Total: \$184.42

## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Thursday, January 28, 2016 4:28:03PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03215044-A      Printing-Projects, 032, Sports Arena</b>							171.86
1/4/2016	Summarized AP Invoices	Invoices	AP-Invoice		62.17		
1/4/2016	American Reprographics Company Painting Doc Assem	Invoice: 8431661	Document Assembly - ASA Painting,	Action Sports Arena			62.17
1/8/2016	Summarized AP Invoices	Invoices	AP-Invoice		31.27		
1/28/2015	American Reprographics Company Arena Painting Bidcaster	Invoice: 8422016	Planwell and Bidcaster Monthly Fees - AS,	Action Sports			31.27
<b>642-032-03215044-A      Net:</b>					93.44	0.00	265.30
<b>647-032-03215044-A      Advertising-Projects, 032, Sports Ar</b>							1,626.00
<b>664-032-03215044-A      Travel-projects, 032, Sports Arena P</b>							381.73
1/21/2016	Summarized AP Invoices	Invoices	AP-Invoice		90.98		
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	D. Freese Flight ASA Painting			85.31
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	Sac Parking - D. Freese - 1/3			5.67
<b>664-032-03215044-A      Net:</b>					90.98	0.00	472.71
<b>\$ Grand Totals</b>							
		<u>Beginning Balance</u>	<u>Net Activity</u>		Total Debits	Total Credits	Balance
		2,179.59	184.42		184.42	0.00	2,364.01
		<b>\$ Trial Balances</b>			Total Debits	Total Credits	Balance
			Prior:		2,179.59	0.00	2,179.59
			Activity:		184.42	0.00	184.42
			Ending:		2,364.01	0.00	2,364.01

**ARC™**  
 ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. **8431661**

INVOICE DATE **01/04/16**

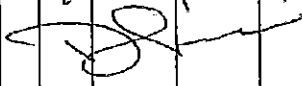
WORK ORDER# **5036590**

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: DAVID FREESE  
 WILL CALLWAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 01/05/16 at 08:00AM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP				
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-8114		Ed Worcaster				
JOB#	JOB NAME	BILLER	LOC				
	ACTION SPORTS ARENA PAINTING PROJECT ✓	Maureen Morris	001				
Job#	Description	QTY	UNIT	PRICE	AMOUNT	TAX	TOTAL
1945	Staple	6	EA	0.2100	1.26		
1900	BW Copies 8.5X11	256	EA	0.1390	35.58		
1900	BW Copies 8.5X11	40	EA	0.1390	5.56		
1927	Document Assembly/Collate	5	EA	0.1800	0.90		
1936	3 Hole Drill	130	EA	0.0200	2.60		
1953	Screw Post Bind	1	EA	2.9930	2.99		
1925	Acetate Covers	1	EA	1.2600	1.26		
1926	Back Covers (Blk or White)	1	EA	1.8900	1.89		
8522	Set Up	1	EA	5.7800	5.78		

*White ok top on*  
  
 OK TO P -  
 1/20/16

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
57.82		4.35	62.17		62.17

**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.  
 2399236



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. **8422016**

INVOICE DATE **12/28/15**

WORK ORDER# **12-0026-15**

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 12/28/15 at 01:09PM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-6114		Ed Worcester	
JOB#	JOB NAME	BILLER		LOC
PWE & BC	PLANWELL and BIDCASTER MONTHLY FEES ✓	Tom Johnson		001
QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT 001	2	1
8519	Planwell Data Network	NT 001	1	1
8525	BidCaster - Email	NT 001	43	1
	ACTION SPORTS ARENA			
8526	BidCaster - Fax	NT 001	13	1
	ACTION SPORTS ARENA			
8525	BidCaster - Email	NT 001	60	1
	ACTION SPORTS ARENA ROOF			
8526	BidCaster - Fax	NT 001	26	1
	ACTION SPORTS ARENA ROOF			
8525	BidCaster - Email	NT 001	11	1
	HEROES HALL RENO.			
8526	BidCaster - Fax	NT 001	8	1
	HEROES HALL RENO.			
NOTES				
MONTHLY PWE and BC for 2016 - DEC				
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  
 By 1-20-16*

*12/11/16  
 ok to pay  
 [Signature]*

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
93.81			93.81		93.81 ✓

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.  
 2394466

*032-15044  
 - 31.27*

LT

13

Escrow



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS

Southwest  
Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation #RV86MS  
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Tuesday, December 29, 2015

Air Total: \$255.94

Amount Paid  
\$255.94

Trip Total  
\$255.94

DEC 29  
TUE 12/29/15 - Orange County

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
12/29/2015

Confirmation #  
**RV86MS**

Adult Passenger(s)  
DAVID FREESE

Rapid Rewards #  
00000337987344

Subscribe to Flight Status Messaging

Travel Date	Flight Segments		Flight Summary	
DEPART DEC 29 TUE	07:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2519 Southwest	Tuesday, December 29, 2015
	08:45 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Wanna Get Away
RETURN DEC 29 TUE	04:40 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3099 Southwest	Tuesday, December 29, 2015
	06:10 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 30 m (Nonstop) Wanna Get Away

**What you need to know to travel:**

**Check-in:** Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or D1HG!

Fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime Funds.

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity
Depart	SHF-SNA	Wanna Get Away Easiest Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare differences apply)</li> <li>Reusable Funds</li> <li>Non-transferable - no name changes allowed</li> <li>Non-refundable unless purchased with Points</li> </ul>	1
Return	SNA-SHF	Wanna Get Away Easiest Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare differences apply)</li> <li>Reusable Funds</li> <li>Non-transferable - no name changes allowed</li> <li>Non-refundable unless purchased with Points</li> </ul>	1

Enroll in Rapid Rewards and earn at least 1272 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$255.94**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

**Air Total:**  
**\$255.94**

Gov't taxes & fees now included

Purchaser Name **Bryan Eubanks**

Billing Address **1776 Tribute Road Suite 220  
Sacramento, CA US 95815**

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1737

**\$255.94**

Amount Paid  
**\$255.94**

Trip Total  
**\$255.94** / 3

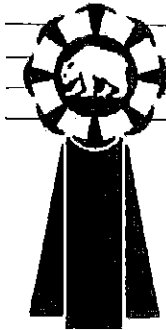
Seating - 050

Roofing - 45'

Painting - 44' - 85.31







CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016 Amount: \$182.89

Vendor Name: CFFA

Invoice No.: 1839

Invoice Date: 01/29/2016

Project No.: 03215045

Project Name: Action Sports Arena Roofing Project - Bid Solicitation

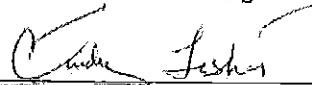
Fair Name: OC Fair & Event Center

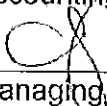
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

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

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1839  
Invoice Date: 1/29/2016  
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 - 01/2016	182.89
	<u>\$182.89</u>

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$182.89  
Sales Tax: 0.00  
Invoice Total: \$182.89

## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Thursday, January 28, 2016 4:28:53PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03215045-A                      Printing-Projects, 032, Sports Arena</b>							187.31
1/4/2016	Summarized AP Invoices	Invoices	AP-Invoice		60.64		
1/4/2016	American Reprographics Company Roofing Doc Assem	Invoice: 8431660	Document Assembly - ASA Roofing,	Action Sports Arena			60.64
1/8/2016	Summarized AP Invoices	Invoices	AP-Invoice		31.27		
12/28/2015	American Reprographics Company Arena Roofing Bidcaster	Invoice: 8422016	Planwell and Bidcaster Monthly Fees - AS,	Action Sports			31.27
<b>642-032-03215045-A                      Net:</b>					91.91	0.00	279.22
<b>647-032-03215045-A                      Advertising-Projects, 032, Sports Ar</b>							1,686.00
<b>664-032-03215045-A                      Travel-projects, 032, Sports Arena R</b>							365.40
1/21/2016	Summarized AP Invoices	Invoices	AP-Invoice		90.98		
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	D. Freese Flight ASA Roofing			85.31
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	Sac Airport - D. Freese - 1/3			5.67
<b>664-032-03215045-A                      Net:</b>					90.98	0.00	456.38
<b>\$ Grand Totals</b>							
		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		2,238.71	182.89		182.89	0.00	2,421.60
		<b>\$ Trial Balances</b>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		2,238.71	0.00	2,238.71
			Activity:		182.89	0.00	182.89
			Ending:		2,421.60	0.00	2,421.60



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8431660

INVOICE DATE 01/04/16

WORK ORDER# 5036591

SOLD TO: Cust# 402624  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: DAVID FREESE  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 01/05/16 at 08:00AM

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 ✓	Maureen Morris	001	
QTY	DESCRIPTION	UNIT	PRICE	TOTAL
1900	BW Copies 8.5X11	T 001	34	4.73
1902	BW Copies 11X17	T 001	2	0.55
1800	BW Copies 8.5X11	T 001	250	34.75
1945	Staple	T 001	2	0.42
1927	Document Assembly/Collate	NT 001	5	0.90
1936	3 Hole Drill	NT 001	125	2.50
1953	Screw Post Bind	T 001	1	2.89
1926	Back Covers (Blk or White)	T 001	1	1.89
1926	Back Covers (Blk or White)	T 001	1	1.89
8522	Set Up	T 001	1	5.78

11/16  
to pay  
OK to pay  
B/E 1-20-16

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
56.40		4.24	60.64		60.64 ✓

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.  
 2399234

LT

**ARC™**  
 ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

*PAID*

INVOICE NO. 8422016

INVOICE DATE 12/28/15

WORK ORDER# 12-0026-15

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 12/28/15 at 01:09PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester	
JOB#	JOB NAME			BILLER	LOC	
PWE & BC	PLANWELL and BIDCASTER MONTHLY FEES ✓			Tom Johnson	001	
ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	TAX	TOTAL
8517	Monthly User fee - PW Bid Management	NT 001	2	1	2 EA	20.0000 40.00
8519	Planwell Data Network	NT 001	1	1	1 EA	20.0000 20.00
8525	BidCaster - Email	NT 001	43	1	43 EA	0.2100 9.03
	ACTION SPORTS ARENA					
8526	BidCaster - Fax	NT 001	13	1	13 EA	0.2100 2.73
	ACTION SPORTS ARENA					
8525	BidCaster - Email	NT 001	60	1	60 EA	0.2100 12.60
	ACTION SPORTS ARENA ROOF					
8526	BidCaster - Fax	NT 001	26	1	26 EA	0.2100 5.46
	ACTION SPORTS ARENA ROOF					
8525	BidCaster - Email	NT 001	11	1	11 EA	0.2100 2.31
	HEROES HALL RENO.					
8526	BidCaster - Fax	NT 001	8	1	8 EA	0.2100 1.68
	HEROES HALL RENO.					
<p>----- NOTES -----          MONTHLY PWE and BC for 2015 - DEC</p> <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><i>OK TO PAY 1-20-16</i></p> <p><i>1/11/16 ok to pay</i></p> <p><i>[Signature]</i></p>						

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
93.81			93.81		93.81 ✓

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.  
 2394466

Εμπόριο



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS<sup>SM</sup>



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation #RV86MS

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Tuesday, December 29, 2015

**Air Total: \$256.94**

Amount Paid  
**\$256.94**

Trip Total  
**\$256.94**

DEC 29

**TUE 12/29/15 - Orange County**

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
12/29/2015

Confirmation #  
**RV86MS**

Adult Passenger(s)  
DAVID FREESE

Rapid Rewards #  
00000337987344

Subscribe to Flight Status Messaging

Travel Date	Flight Segments		Flight Summary
DEPART DEC 29 TUE	07:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2519 Southwest Tuesday, December 29, 2015
	08:45 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available Travel Time 1 h 35 m (Nonstop) Wanna Get Away
RETURN DEC 29 TUE	04:40 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3099 Southwest Tuesday, December 29, 2015
	06:10 PM	Arrive in Sacramento, CA (SMF)	WiFi available Travel Time 1 h 30 m (Nonstop) Wanna Get Away

**What you need to know to travel:**

**Check-In:** Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING!

fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity
Depart	SHF-SNA	Wanna Get Away Expert Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (non-refundable unless purchased with Points)</li> </ul>	1
Return	SNA-SHF	Wanna Get Away Expert Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (non-refundable unless purchased with Points)</li> </ul>	1

Enroll in Rapid Rewards and earn at least 1272 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$255.94**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

**Air Total:**  
**\$265.94**

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 220  
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXX-1737

**\$255.94**

Amount Paid  
**\$255.94**

Trip Total  
**\$255.94**

Seating - 050  
Roofing - 45. - 85.31  
Painting - 44.

Sexts / Paint  
Roof

SAC. INTL AIRPORT  
6900 AIRPORT BLVD  
SACRAMENTO, 95837

POF 522 Le 12/29/15 18:22  
Receipt 003843

Short-term Parking Tkt	
GRE - No. 079842	
12/29/15 05:39	
12/29/15 18:22	
Period 0d12h44'	
(Ust.)	\$17.00
Total	----- \$17.00

Payment Received	
VISA	\$17.00
XXXXXXXXXXXX0686	
Auth. Co. 029222	

Sub Total	\$17.00 / 3
-----------	-------------

All Amounts in USD.  
Deliv. Date=Receipt Date

0000000000

032-13045 - 5,67





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016 Amount: \$90.98

Vendor Name: CFFA

Invoice No.: 1842

Invoice Date: 01/29/2016

Project No.: 03215050

Project Name: Pacific Amphitheatre Seating Installation

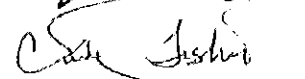
Fair Name: OC Fair & Event Center

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  
DISBURSE  
CONSTRUCTION

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

## Invoice

Invoice Number: 1842  
 Invoice Date: 1/29/2016  
 Customer Code: 32nd  
 Project: 03215050  
 Pac Amp Seating Installation

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215050 Pac Amp Seating Replacement - Direct Costs - 01/2016	90.98
	<b>\$90.98</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$90.98  
 Sales Tax: 0.00  
 Invoice Total: \$90.98

## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Thursday, January 28, 2016 4:29:43PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance		
<b>664-032-03215050-A      Travel-projects, 032, Pac Amp Seati</b>							0.00		
1/21/2016	Summarized AP Invoices	Invoices	AP-Invoice		90.98				
1/21/2016	West America Bank Constr.	Invoice: 01212016	January 2016 Statement - Operating,	D. Freese Flight Pac Amp Seating			85.32		
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	Sac Parking - D. Freese - 1/3			5.66		
<b>664-032-03215050-A</b>					Net:				
					90.98		90.98		
<b>\$ Grand Totals</b>					Beginning Balance	Net Activity	Total Debits	Total Credits	Balance
					0.00	90.98	90.98	0.00	90.98
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance		
					Prior:	0.00	0.00	0.00	
					Activity:	90.98	0.00	90.98	
					Ending:	90.98	0.00	90.98	



Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS

**Southwest**  
Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation #RV86MS

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Tuesday, December 29, 2015

**Air Total: \$255.94**

Amount Paid  
\$255.94

Trip Total  
\$255.94

DEC 29  
**TUE 12/29/15 - Orange County**

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
12/29/2015

Confirmation #  
**RV86MS**

Adult Passenger(s)  
DAVID FREESE

Rapid Rewards #  
00000337907344

Subscribe to Flight Status Messaging

Travel Date	Flight Segments		Flight	Flight Summary
DEPART DEC 29 TUE	07:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2519 Southwest	Tuesday, December 29, 2015
	08:45 AM	Arrive In Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Wanna Get Away
RETURN DEC 29 TUE	04:40 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3099 Southwest	Tuesday, December 29, 2015
	06:10 PM	Arrive In Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 30 m (Nonstop) Wanna Get Away

**What you need to know to travel:**

**Check-In:** Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING!

fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare differences apply)</li> <li>Reusable Funds</li> <li>Non-transferable - no name changes allowed</li> <li>Non-transferable unless purchased with Points</li> </ul>	1
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare differences apply)</li> <li>Reusable Funds</li> <li>Non-transferable - no name changes allowed</li> <li>Non-transferable unless purchased with Points</li> </ul>	1

Enroll in Rapid Rewards and earn at least 1272 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$255.94**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

**Air Total:**  
**\$255.94**

Gov't taxes & fees now included

Purchaser Name **Bryan Eubanks** Billing Address **1776 Tribute Road Suite 220  
Sacramento, CA US 95815**

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	<b>\$255.94</b>

Amount Paid  
**\$255.94**

Trip Total  
**\$255.94** / 3

Seating - 050 = 85.32  
Roofing - 45  
Painting - 44



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016

Amount: \$177.93

Vendor Name: CFFA

Invoice No.: 1845

Invoice Date: 01/29/2016

Project No.: 03215051

Project Name: Heroes Hall Renovation 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

FINANCIAL  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1845  
Invoice Date: 1/29/2016  
Customer Code: 32nd  
Project: 03215051  
Heroes Hall - Bidding

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215051 - Heroes Hall Solicitation to Bid - Direct Costs - 01/2016 (1 of 2)	177.93
	<u>\$177.93</u>

*Thank you for your business!*  
**Terms: Due Upon Receipt**  
Questions: [CFFAccounting@cfsa.org](mailto:CFFAccounting@cfsa.org)

Net Invoice: \$177.93  
Sales Tax: 0.00  
Invoice Total: \$177.93



## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Tuesday, February 02, 2016 8:25:34AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>625-032-03215051-A</b>	<b>Advertising, 032, Heroes Hall - Bid</b>						1,716.00
<b>642-032-03215051-A</b>	<b>Printing-Projects, 032, Heroes Hall -</b>						939.61
1/8/2016	Summarized AP Invoices	Invoices	AP-Invoice		31.27		
12/28/2015	American Reprographics Company Renovation Bidcaster	Invoice: 8422016	Planwell and Bidcaster Monthly Fees - AS,	Heroes Hall			31.27
<b>642-032-03215051-A</b>		Net:	31.27		31.27	0.00	970.88
<b>664-032-03215051-A</b>	<b>Travel-projects, 032, Heroes Hall - B</b>						492.92
1/21/2016	Summarized AP Invoices	Invoices	AP-Invoice		146.66		
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	D. Freese - Flight Heroes Hall 2/3			146.66
<b>664-032-03215051-A</b>		Net:	146.66		146.66	0.00	639.58
<b>\$ Grand Totals</b>							
	<u>Beginning Balance</u>	<u>Net Activity</u>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
	3,148.53	177.93			177.93	0.00	3,326.46
	<b>\$ Trial Balances</b>				<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		3,148.53	0.00	3,148.53
			Activity:		177.93	0.00	177.93
			Ending:		3,326.46	0.00	3,326.46

**ARC™**  
 ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8422016  
 INVOICE DATE 12/28/15  
 WORK ORDER# 12-0026-15

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 12/28/15 at 01:09PM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-6114		Ed Worcester
JOB#	JOB NAME	BILLER	LOC
PWE & BC	PLANWELL and BIDCASTER MONTHLY FEES ✓	Tom Johnson	001

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT	TAX	TOTAL	UNIT	PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT 001	2	1		2	EA	20.0000	40.00
8519	Planwell Data Network	NT 001	1	1		1	EA	20.0000	20.00
8525	BidCaster - Email ACTION SPORTS ARENA	NT 001	43	1		43	EA	0.2100	9.03
8526	BidCaster - Fax ACTION SPORTS ARENA	NT 001	13	1		13	EA	0.2100	2.73
8525	BidCaster - Email ACTION SPORTS ARENA ROOF	NT 001	60	1		60	EA	0.2100	12.60
8526	BidCaster - Fax ACTION SPORTS ARENA ROOF	NT 001	26	1		26	EA	0.2100	5.46
8525	BidCaster - Email HEROES HALL RENO.	NT 001	11	1		11	EA	0.2100	2.31
8526	BidCaster - Fax HEROES HALL RENO.	NT 001	8	1		8	EA	0.2100	1.68

NOTES  
 MONTHLY PWE and BC for 2015 - DEC  
 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 1-20-16*

*1/11/16  
 ok to pay  
 [Signature]*

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
93.81			93.81		93.81 ✓

TERMS: Net 30 Days

Invoices undisputed for 45 days are final.  
 2394468

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

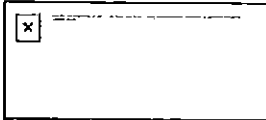
13

03245051 = 31.27

**construction**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, January 13, 2016 1:23 PM  
**To:** construction  
**Subject:** Flight reservation (RA9JYC) | 19JAN16 | SMF-SNA | Freese/David

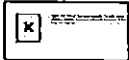
Thanks for choosing Southwest® for your trip



[Log In](#) | [View my itinerary](#)

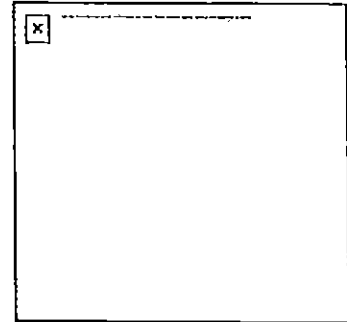
**Check In Online**      **Check Flight Status**      **Change Flight**      **Special Offers**      **Hotel Offers**      **Car Offers**

**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:** 01/19/16 - Orange County



**Air Itinerary**

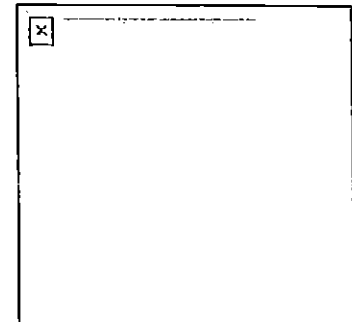
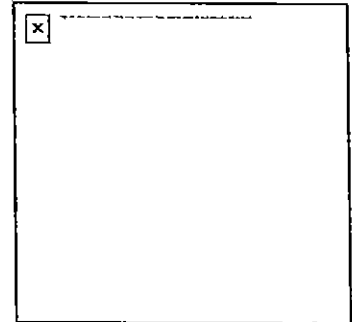
**AIR Confirmation: RA9JYC**

Confirmation Date: 01/13/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262173606802	Jan 12, 2017	3116

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

Date	Flight	Departure/Arrival
Tue Jan 19	2532	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 35 mins <u>Anytime</u>

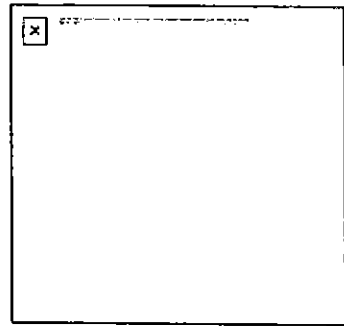


Date	Flight	Departure/Arrival
------	--------	-------------------

Thu Jan 21

888

Depart **ORANGE COUNTY/SANTA ANA, CA (SNA)** on Southwest Airlines at **3:00 PM**  
Arrive in **SACRAMENTO, CA (SMF)** at **4:25 PM**  
Travel Time 1 hrs 25 mins  
Wanna Get Away



**Check In for your flight(s):** 24 hours before your trip on [Southwest.com](http://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.



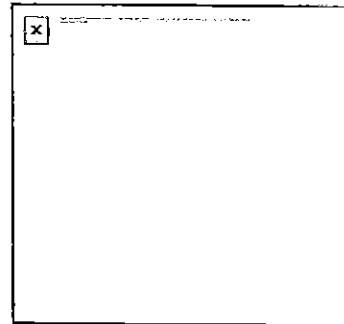
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**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: 439.96

Fare Rule(s): 5262173606802: 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 SNA204.54YL WN SMF178.49RLN7PNR 383.03 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process 



Learn about inflight WiFi & entertainment 

### Cost and Payment Summary

AIR - RA9JYC

Base Fare \$ 383.03  
Excise Taxes \$ 28.73  
Segment Fee \$ 8.00  
Passenger Facility Charge \$ 9.00  
September 11th Security Fee \$ 11.20  

---

Total Air Cost \$ 439.96

**Payment Information**  
Payment Type: Visa XXXXXXXXXXXX1737  
Date: Jan 13, 2016  
Payment Amount: \$439.96

13

082-15081 - 146.66

Useful Tools	Know Before You Go	Special Travel Needs
<a href="#">Check In Online</a>	<a href="#">In the Airport</a>	<a href="#">Traveling with Children</a>
<a href="#">Early Bird Check-In</a>	<a href="#">Baggage Policies</a>	<a href="#">Traveling with Pets</a>
<a href="#">View/Share Itinerary</a>	<a href="#">Suggested Airport Arrival Times</a>	<a href="#">Unaccompanied Minors</a>
<a href="#">Change Air Reservation</a>	<a href="#">Security Procedures</a>	<a href="#">Baby on Board</a>
<a href="#">Cancel Air Reservation</a>	<a href="#">Customers of Size</a>	<a href="#">Customers with Disabilities</a>
<a href="#">Check Flight Status</a>	<a href="#">In the Air</a>	
<a href="#">Flight Status Notification</a>	<a href="#">Purchasing and Refunds</a>	
<a href="#">Book a Car</a>		
<a href="#">Book a Hotel</a>		

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<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.  
<sup>2</sup> 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 36647-1GR  
Dallas, TX 75235

[Contact Us](#)

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CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 2/2/2016

Amount: \$391.39

Vendor Name: CFFA

Invoice No.: 1847

Invoice Date: 01/31/2016

Project No.: 03215051

Project Name: Heroes Hall Renovation Project Bid Solicitation

Fair Name: OC Fair & Event Center

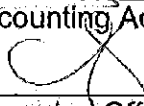
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Fribrite Road, Suite 100  
Sacramento, CA 95811  
Phone: (916) 263-6100  
Fax: (916) 263-6110

Invoice  
Date  
Customer

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

## Invoice

Invoice Number: 1847  
 Invoice Date: 1/31/2016  
 Customer Code: 32nd  
 Project: 03215051  
 Heroes Hall - Bidding

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215051 - Heroes Hall Solicitation to Bid - Direct Costs - 01/2016 (2 of 2)	391.39
	<b>\$391.39</b>

*Thank you for your business!*  
**Terms: Due Upon Receipt**  
 Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$391.39  
 Sales Tax: 0.00  
 Invoice Total: \$391.39

# General Ledger Detail

Current Period 01 (1/31/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Tuesday, February 02, 2016 4:27:23PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03215051-A      Printing-Projects, 032, Heroes Hall -</b>							970.88
1/31/2016	Summarized AP Invoices	Invoices	AP-Invoice		391.39		
1/12/2016	American Reprographics Company	Invoice: 8440982	Heroes Hall Renovation - Bidding PW DMF/				17.66
1/12/2016	American Reprographics Company	Invoice: 8451039	Heroes Hall Renovation - Bidding PW DMF/				198.71
1/12/2016	American Reprographics Company	Invoice: 8451783	Heroes Hall Renovation - Bidding PW DMF/				23.02
1/12/2016	American Reprographics Company	Invoice: 8456605	Heroes Hall Renovation - Bidding PW DMF/				127.83
1/14/2016	American Reprographics Company	Invoice: 8444289	Heroes Hall Renovation - Bidding PW DMF/				8.32
1/15/2016	American Reprographics Company	Invoice: 8446739	Heroes Hall Renovation - Bidding PW DMF/				6.44
1/18/2016	American Reprographics Company	Invoice: 8448566	Heroes Hall Renovation - Bidding PW DMF/				9.41
<b>642-032-03215051-A</b>			Net:	391.39	391.39	0.00	1,362.27
<hr/>							
<b>\$ Grand Totals</b>		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		970.88	391.39		391.39	0.00	1,362.27
<hr/>							
		<b>\$ Trial Balances</b>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		970.88	0.00	970.88
			Activity:		391.39	0.00	391.39
			Ending:		1,362.27	0.00	1,362.27





ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

RECEIVED

JAN 19 2016

INVOICE NO. 8440982

INVOICE DATE 01/12/16

WORK ORDER# F2078446

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: 01/12/16 at 03:09PM

CONTACT DAVID FREESE		PHONE	PURCHASE ORDER#		SALES REP Ed Worcester				
JOB# 032-15-051		JOB NAME HEROES HALL RENOVATION PROJECT - REPORTS			BILLER Maureen Morris				
				LOC 001					
PL CODE	DESCRIPTION	PL	IS	PL	IS	TOTAL PRICE	UNIT PRICE	QUANTITY	TOTAL
8503	PW DMF/Specs	NT	001	66	1	66	EA	0.1730	11.42
8522	Set Up	T	001	1	1	1	EA	5.7800	5.78
<p><i>OK TOP</i> <i>BE 2-2-K</i></p> <p><i>OK</i></p>									

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
17.20		0.46	17.66		17.66

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.  
 2408960



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

RECEIVED

JAN 23 2016

CCA

INVOICE NO. 8451039

INVOICE DATE 01/19/16

WORK ORDER# f2078521

SOLD TO:

Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524  
 ATTN: David Freese  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 01/08/16 at 12:00PM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP				
David Freese/CALIFORNIA FAIRS FINANC		916-263-6114					Ed Worcester				
JOB#		JOB NAME				BILLER			LOC		
032-15-051		HEROES HALL RENOVATION				Maureen Morris			001		
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT	
8501	PW DMF/Document MNGT	NT	001	79	1		79	EA	2.1000	165.90	
8503	PW DMF/Specs	NT	001	117	1		117	EA	0.1730	20.24	
6157	3rd Party Download	NT	001	1	1		1	EA	6.3000	6.30	
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78	

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
198.22		0.49	198.71		198.71

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.  
 2404105

LT



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

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JAN 25 2016

CCA

INVOICE NO. 8451783

INVOICE DATE 01/20/16

WORK ORDER# F2078426

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHP TO: Cust# 31  
 ATTN: DAVID FREESE/CALIFORNIA FAIRS  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 01/20/16 at 08:01AM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP				
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114					Ed Worcester				
JOB#		JOB NAME				BILLER		LOC			
032-15-051		HEROES HALL RENOVATION PROJECT				Chelsea Langer		001			
DI CODE	DESCRIPTION	TAX	LOC	QTY	COLL	SIZE	TOTAL	UNIT	UNIT	PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	97	1		97	EA		0.1730	16.78
8522	Set Up	T	001	1	1		1	EA		5.7800	5.78
<p><i>OK TO P            BZ 2-2-76</i></p>											

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
22.56		0.46	23.02		23.02

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.  
 2417803

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JAN 27 2016



ARC Document Solutions, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 74-6036592

INVOICE NO. 8456605

INVOICE DATE 01/22/16

WORK ORDER# 01-0021-16

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 01/22/16 at 04:15PM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-6114		Ed Worcester	
JOB#	JOB NAME	BILLER		LOG
PWE & BC	PLANWELL and BIDCASTER MONTHLY FEES	Tom Johnson		001
QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
8517	Monthly User fee - PW Bid Management	NT 001	2	40.00
8519	Planwell Data Network	NT 001	1	20.00
8525	BidCaster - Email HEROES HALL RENO.	NT 001	203	42.63
8526	BidCaster - Fax HEROES HALL RENO.	NT 001	120	25.20
NOTES				
MONTHLY PWE and BC for 2016 - JAN				

*OK TO PAY  
2-2-16*

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
127.83			127.83		127.83

TERMS: Net 30 Days

Invoices undisputed for 45 days are final.  
2422686

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

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JAN 19 2016



ARC Document Solutions, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 74-6036592

INVOICE NO. 8444289

INVOICE DATE 01/14/16

WORK ORDER# 12078517

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 660699  
ATTN: Jesus Cortes  
ATI ARCHITECTURAL ENGINEER  
3050 PULLMAN DRIVE  
SUITE D  
COSTA MESA, CA 92626

DUE: 01/15/16 at 12:00PM

CONTACT Jesus Cortes/CALIFORNIA FAIRS FINANC		PHONE 714-338-1600	PURCHASE ORDER#		SALES REP Ed Worcester				
JOB# addendum #3	JOB NAME heros hall renovation			BILLER Maureen Morris	LOC 001				
QTY	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT PRICE	TOTAL PRICE
8503	PW DMF/Specs	NT	001	12	1		12	EA	0.1730
8522	Set Up	T	001	1	1		1	EA	5.7800

OK TO P  
B E 2-2-16

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
7.86		0.46	8.32		8.32

TERMS: Net 30 Days

Invoices undisputed for 45 days are final.  
2412801

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

LT

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JAN 21 2016



ARC Document Solutions, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 74-6036592

INVOICE NO. 8446739

INVOICE DATE 01/15/16

WORK ORDER# F2078423

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 01/15/16 at 10:50AM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP			
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114					Ed Worcester			
JOB#	JOB NAME	BILLER		LOC						
032-15051	HEROES HALL RENOVATION PROJECT	Maureen Morris		001						
QTY	DESCRIPTION	UNIT	PRICE	TOTAL	TAX	DISC	NET	AMOUNT	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

*OK TO 1/24  
B 2-2-16*

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.  
2413328



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

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JAN 25 2016

CCA

INVOICE NO. 8448566

INVOICE DATE 01/18/16

WORK ORDER# 12078507

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHP TO: Cust# 402524  
 ATTN: David Freese  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 01/13/16 at 12:00PM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP			
David Freese/CALIFORNIA FAIRS FINANC		916-263-6114					Ed Worcester			
JOB#	JOB NAME		BILLER		LOG					
032-15-051	HEROES HALL RENOVATION PROJECT		Chelsea Langer		001					
QTY	DESCRIPTION	TAX	LOC	QTY	PRICE	TOTAL	UNIT	PRICE	TOTAL	
8501	PW DMF/Document MNGT	NT	001	1	1	1	EA	2.1000	2.10	
8503	PW DMF/Specs	NT	001	6	1	6	EA	0.1730	1.04	
8522	Set Up	T	001	1	1	1	EA	5.7800	5.78	

*OK to bill  
 13 of 2-2-16*

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
8.92		0.49	9.41		9.41

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.  
 2409356



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 2/2/2016

Amount: \$37.07

Vendor Name: CFFA

Invoice No.: 1848

Invoice Date: 01/31/2016

Project No.: 03215042

Project Name: Memorial Gardens/ Heroes Hall  
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 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: 1848  
 Invoice Date: 1/31/2016  
 Customer Code: 32nd  
 Project: 03215042  
 Hero's Hall Architect Review

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215042 - Direct Costs - 01/2016	37.07
	<b>\$37.07</b>

*Thank you for your business!*  
 Terms: **Due Upon Receipt**  
 Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$37.07  
 Sales Tax: 0.00  
 Invoice Total: **\$37.07**

## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Tuesday, February 02, 2016 4:37:12PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03215042-A      Printing-Projects, 032, Memorial Ga</b>							837.61
1/13/2016	Summarized AP Invoices	Invoices	AP-Invoice		37.07		
1/13/2016	American Reprographics Company	Invoice: 1391099	ATI - ARC Shipping Charge	032-15042			37.07
<b>642-032-03215042-A</b>		Net:	37.07		37.07	0.00	874.68
<b>664-032-03215042-A      Travel-projects, 032, Memorial Gard</b>							981.39
<b>\$ Grand Totals</b>							
	<u>Beginning Balance</u>	<u>Net Activity</u>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
	1,819.00	<del>37.07</del>			37.07	0.00	1,856.07
	<b>\$ Trial Balances</b>				<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		1,819.00	0.00	1,819.00
			Activity:		37.07	0.00	37.07
			Ending:		1,856.07	0.00	1,856.07

RECEIVED

JAN 19 2016



801 Broadway  
SACRAMENTO, CA 95818  
916-443-1322

INVOICE NO. 1361099

INVOICE DATE 01/13/16

WORK ORDER# P984720

SOLD TO:

Cust# 6474  
California Fairs Services Authority  
1776 Tribute Road Ste. 100  
Sacramento, CA 95816

SHIP TO:

ATTN: Jesus  
ATI  
3050 Pullman Street  
Costa Mesa, CA 92626

JOB DUE: 01/13/16 at 05:00PM

Delivery/Shipping

CONTACT David/California Fairs Services Au		PHONE 916-263-6178	PURCHASE ORDER#			SALES REP RANDALL ABBOTT			
JOB# 032-15042		JOB NAME OC Fair Heros Hall			BILLER Jennifer Morford			LOC 024	
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT	
5500	SHIPPING 92626-Costa Mesa	1	1	z	1	EA		15.82	
5205	FUEL SURCHARGE	1	1		1	EA		5.50	
5503	SHIPPING PREPARATION	1	1		1	EA		13.00	

OK TOP  
BE 2-2-16

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Jeremy Saavedra at 415-512-6511

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
34.32		2.75	37.07		37.07

Invoices undisputed for 45 days are final.

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

984720

13





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016 Amount: \$146.65

Vendor Name: CFFA

Invoice No.: 1849

Invoice Date: 01/29/2016

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

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1849  
 Invoice Date: 1/29/2016  
 Customer Code: 32nd  
 Project: 03215058  
 Action Sports Arena - Painting

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215058 - Action Sports Arena Painting Project - Direct Costs - 01/2016	146.65
	<b>\$146.65</b>

*Thank you for your business!*  
 Terms: **Due Upon Receipt**  
 Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$146.65  
 Sales Tax: 0.00  
 Invoice Total: \$146.65

## General Ledger Detail

1/1/11 to Date (1/1/2011 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Friday, January 29, 2016 11:20:30AM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>664-032-03215058-A</b>							0.00
1/21/2016	Summarized AP Invoices	Invoices	AP-Invoice		146.65		
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	D. Freese - Flight ASA Painting 1/3			146.65
<b>1/1/2016 - 1/31/2016</b>			<b>Net:</b>		146.65	0.00	146.65
<b>664-032-03215058-A</b>			<b>Net:</b>		146.65	0.00	146.65
<hr/>							
<b>\$ Grand Totals</b>		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		0.00	146.65		146.65	0.00	146.65
		<b>\$ Trial Balances</b>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		0.00	0.00	0.00
			Activity:		146.65	0.00	146.65
			Ending:		146.65	0.00	146.65

**construction**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, January 13, 2016 1:23 PM  
**To:** construction  
**Subject:** Flight reservation (RA9JYC) | 19JAN16 | SMF-SNA | Freese/David

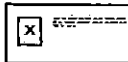
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**Ready for takeoff!**



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

**Upcoming Trip:** 01/19/16 - Orange County

**Air Itinerary**

**AIR Confirmation: RA9JYC**

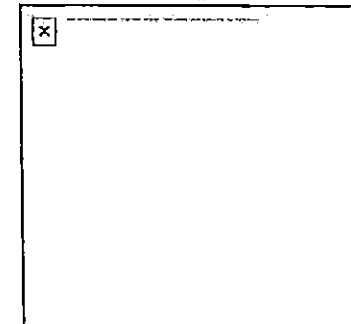
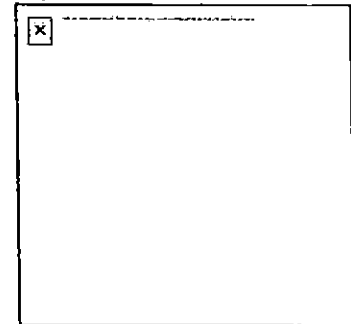
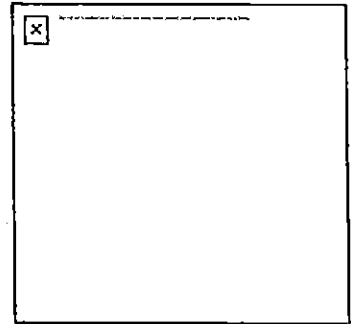
Confirmation Date: 01/13/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262173606802	Jan 12, 2017	3116

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

Date	Flight	Departure/Arrival
Tue Jan 19	2532	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 35 mins <u>Anytime</u>

Date	Flight	Departure/Arrival
------	--------	-------------------

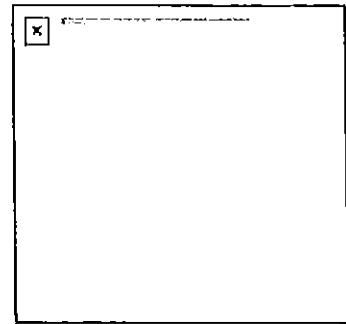




Thu Jan 21

888

Depart **ORANGE COUNTY/SANTA ANA, CA (SNA)** on Southwest Airlines at **3:00 PM**  
Arrive in **SACRAMENTO, CA (SMF)** at **4:25 PM**  
Travel Time 1 hrs 25 mins  
Wanna Get Away



**Check in for your flight(s):** 24 hours before your trip on [Southwest.com](http://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.



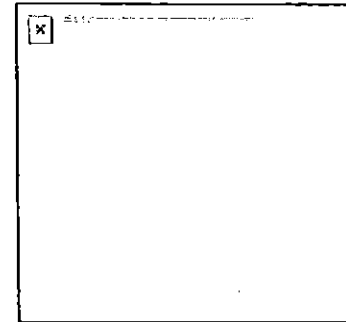
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**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: 439.96

Fare Rule(s): 5262173606802: 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 SNA204.54YL WN SMF178.49RLN7PNR 383.03 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process



Learn about inflight WiFi & entertainment

### Cost and Payment Summary

---

AIR - RA9JYC

Base Fare	\$ 383.03	<b>Payment Information</b>
Excise Taxes	\$ 28.73	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jan 13, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$439.96
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 439.96</b>	

13  
= 146.65

Useful Tools	Know Before You Go	Special Travel Needs
<a href="#">Check In Online</a>	<a href="#">In the Airport</a>	<a href="#">Traveling with Children</a>
<a href="#">Early Bird Check-In</a>	<a href="#">Baggage Policies</a>	<a href="#">Traveling with Pets</a>
<a href="#">View/Share Itinerary</a>	<a href="#">Suggested Airport Arrival Times</a>	<a href="#">Unaccompanied Minors</a>
<a href="#">Change Air Reservation</a>	<a href="#">Security Procedures</a>	<a href="#">Baby on Board</a>
<a href="#">Cancel Air Reservation</a>	<a href="#">Customers of Size</a>	<a href="#">Customers with Disabilities</a>
<a href="#">Check Flight Status</a>	<a href="#">In the Air</a>	
<a href="#">Flight Status Notification</a>	<a href="#">Purchasing and Refunds</a>	
<a href="#">Book a Car</a>		
<a href="#">Book a Hotel</a>		

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<a href="#">Notice of Incorporated Terms</a>	<a href="#">FAQs</a>	

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<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

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DESIGN  
CONSTRUCTION

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

Paid 02/10/2016  
Check # 78685

## Payment Authorization

Date: 1/29/2016 Amount: \$146.65

Vendor Name: CFFA

Invoice No.: 1850

Invoice Date: 01/29/2016

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  
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AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6109  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1850  
Invoice Date: 1/29/2016  
Customer Code: 32nd  
Project: 03215059  
Action Sports Arena - Roofing

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215059 - Action Sports Arena Roofing Project - Direct Costs 1/2016	146.65
	<b>\$146.65</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$146.65  
Sales Tax: 0.00  
Invoice Total: \$146.65

## General Ledger Detail

Current Period 01 (1/1/2016 - 1/31/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Friday, January 29, 2016 11:21:00AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>664-032-03215059-A</b>							0.00
1/21/2016	Summarized AP Invoices	Invoices	AP-Invoice		146.65		
1/21/2016	West America Bank	Invoice: 01212016	January 2016 Statement - Operating,	D. Freese - Flight ASA Roofing 3/3			146.65
<b>664-032-03215059-A</b>			Net:		146.65	0.00	146.65
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	146.65		146.65	0.00	146.65
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		146.65	0.00	146.65
			Ending:		146.65	0.00	146.65

**construction**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, January 13, 2016 1:23 PM  
**To:** construction  
**Subject:** Flight reservation (RA9JYC) | 19JAN16 | SMF-SNA | Freese/David

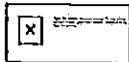
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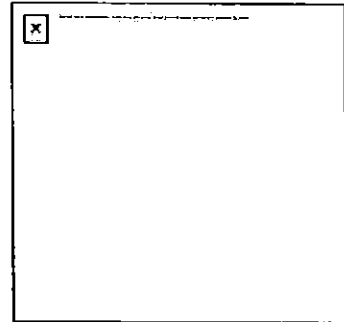
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**Ready for takeoff!**



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

**Upcoming Trip:** 01/19/16 - Orange County



**Air Itinerary**

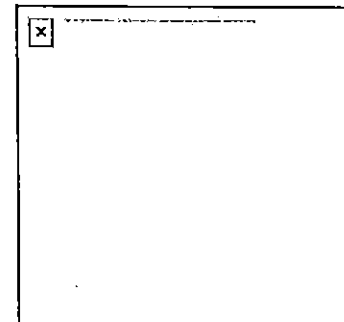
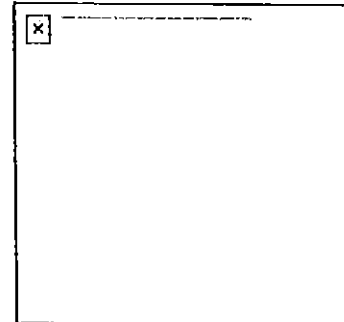
**AIR Confirmation: RA9JYC**

Confirmation Date: 01/13/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262173606802	Jan 12, 2017	3116

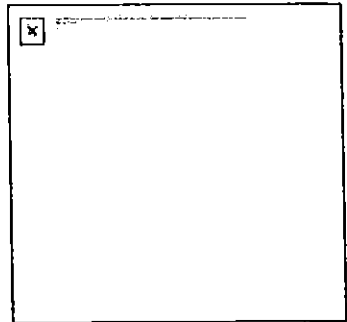
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Tue Jan 19	2532	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 35 mins <u>Anytime</u>



Date	Flight	Departure/Arrival
------	--------	-------------------

Thu Jan 21 888 Depart **ORANGE COUNTY/SANTA ANA, CA (SNA)** on Southwest Airlines at 3:00 PM  
Arrive in **SACRAMENTO, CA (SMF)** at 4:25 PM  
Travel Time 1 hrs 25 mins  
Wanna Get Away



**Check in for your flight(s):** 24 hours before your trip on [Southwest.com](http://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.



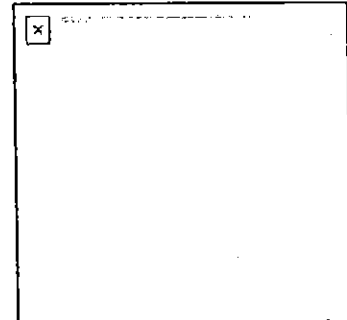
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**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: 439.96

Fare Rule(s): 5262173606802: 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 SNA204.54YL WN SMF178.49RLN7PNR 383.03 END ZPSMFSNA  
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process



Learn about inflight WiFi & entertainment

### Cost and Payment Summary

---

AIR - RA0JYC

Base Fare	\$ 383.03	<b>Payment Information</b>
Excise Taxes	\$ 28.73	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jan 13, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$439.96
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 439.96</b>	

13  
= 146165

Useful Tools	Know Before You Go	Special Travel Needs
<a href="#">Check In Online</a>	<a href="#">In the Airport</a>	<a href="#">Traveling with Children</a>
<a href="#">Early Bird Check-In</a>	<a href="#">Baggage Policies</a>	<a href="#">Traveling with Pets</a>
<a href="#">View/Share Itinerary</a>	<a href="#">Suggested Airport Arrival Times</a>	<a href="#">Unaccompanied Minors</a>
<a href="#">Change Air Reservation</a>	<a href="#">Security Procedures</a>	<a href="#">Baby on Board</a>
<a href="#">Cancel Air Reservation</a>	<a href="#">Customers of Size</a>	<a href="#">Customers with Disabilities</a>
<a href="#">Check Flight Status</a>	<a href="#">In the Air</a>	
<a href="#">Flight Status Notification</a>	<a href="#">Purchasing and Refunds</a>	
<a href="#">Book a Car</a>		
<a href="#">Book a Hotel</a>		

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<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.  
<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

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Southwest Airlines  
P.O. Box 30647-1CR  
Dallas TX 75235

[Contact Us](#)

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AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/18/2016  
Check # 78712

## Payment Authorization

Date: 1/4/2016

Amount: \$3,148.53

Vendor Name: CFFA

Invoice No.: 1821

Invoice Date: 12/31/2015

Project No.: 03215051

Project Name: Heroes Hall Renovation Project Bid Solicitation

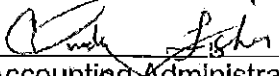
Fair Name: OC Fair & Event Center

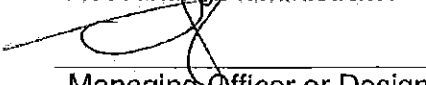
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

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  
DEVELOP  
CONSTRUCTION

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

## Invoice

Invoice Number: 1821  
 Invoice Date: 12/31/2015  
 Customer Code: 32nd  
 Project: 03215051  
 Heroes Hall - Bidding

**Please make checks payable to California Fair Financing Authority**

Description	Amount
Prj 03215051 - Heroes Hall Solicitation to Bid - Direct Costs - 12/2015	3,148.53
	<b>\$3,148.53</b>

*Thank you for your business!*  
 Terms: **Due Upon Receipt**  
 Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$3,148.53  
 Sales Tax: 0.00  
 Invoice Total: \$3,148.53

## General Ledger Detail

Current Period 12 (12/1/2015 - 12/31/2015)

CFFA  
CFFAccounting

Unit Of Measure: \$

Thursday, December 31, 2015 9:35:17AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>625-032-03215051-A Advertising, 032, Heroes Hall - Biddl</b>							0.00
12/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,716.00		
12/21/2015	West America Bank Invoice: 12212015	December 2015 Statement Operating,	Bid Advertisement - Heroes Hall				1,716.00
<b>625-032-03215051-A</b>					Net: 1,716.00	1,716.00	0.00
<b>642-032-03215051-A Printing-Projects, 032, Heroes Hall -</b>							0.00
12/3/2015	Summarized AP Invoices	Invoices	AP-Invoice		31.44		
12/3/2015	American Reprographics Company -Heroes Hall	Invoice: 8390058	Pac Amp - Heroes Hall - PW DFM Specs,				31.44
12/18/2015	Summarized AP Invoices	Invoices	AP-Invoice		518.85		
12/18/2015	American Reprographics Company MGNT	Invoice: 8411558	Heroes Hall Renovation Project PW DFM Sp, Document				518.85
12/22/2015	Summarized AP Invoices	Invoices	AP-Invoice		389.32		
12/22/2015	American Reprographics Company MGNT	Invoice: 8417354	Heroes Hall Renovation Project PW DFM Sp, Document				382.36
12/22/2015	American Reprographics Company MGNT	Invoice: 8417373	Heroes hall Renovation Project- PW DFM S, Document				6.96
<b>642-032-03215051-A</b>					Net: 939.61	939.61	0.00
<b>664-032-03215051-A Travel-projects, 032, Heroes Hall - B</b>							0.00
12/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		492.92		
12/21/2015	West America Bank Invoice: 12212015	December 2015 Statement Operating,	Flight - Heroes Hall Bid - D. Freese				167.98
12/21/2015	West America Bank Invoice: 12212015	December 2015 Statement Operating,	Flight - Heroes Hall Bid D. Freese				128.66
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				101.43
12/21/2015	West America Bank Invoice: 12212015	December 2015 Statement Operating,	Best Western Santa Ana (1/2) - D. Freese				72.15
12/21/2015	West America Bank Invoice: 12212015	December 2015 Statement Operating,	Sac Airport (1/3) D. Freese				5.70
<b>664-032-03215051-A</b>					Net: 492.92	492.92	0.00
<b>\$ Grand Totals</b>							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	3,148.53		3,148.53	0.00	3,148.53
<b>\$ Trial Balances</b>							
			Prior:		0.00	0.00	0.00
			Activity:		3,148.53	0.00	3,148.53
			Ending:		3,148.53	0.00	3,148.53



Wednesday, December 02, 2015

Transaction Type: Payment

Ad Number: 0010116613

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXXX1737 - Visa

Credit Card Expire Date: March 2017

Payment Amount: \$1,716.00

Amount Due: \$0.00

Reference Number:

Charge to Company: OCRC

Category: Classified

credit to Transaction Numbe

Invoice Text: PROJECT 032-15-051 - Heroes Hall Bid

Invoice Notes: PUBLISHED: ORANGE COUNTY REGISTER

Customer Type: Small Business

Customer Category: CLS-Ledger

Customer Status: Active

Customer Group: CLS-Legals

Customer Trade:

Account Number: 1001062242

Phone Number: 9167169099

Company / Individual: Company

Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY

Customer Address: 1776 TRIBUTE ROAD, SUITE 100

SACRAMENTO, CA 95815 USA

Check Number:

Routing Number:



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8390058

INVOICE DATE 12/03/15

WORK ORDER# 12078026

SOLD TO: Cusl# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cusl# 402524  
 ATTN: David Freese  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 10/03/15 at 12:00PM

CONTACT David Freese/CALIFORNIA FAIRS FINANC	PHONE 916-263-6114	PURCHASE ORDER	SALES REP Ed Worcester
JOB# 032-15-051	JOB NAME HEROES HALL RENOVATION ✓	BILLER Chelsea Langer	LOC 001

QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL	TAX	DISC	NET	AMOUNT
8503	PW DMF/Specs	NT 001	1	1	1	EA	0.1730	0.17
8522.1	New Planwell Project	NT 001	1	1	1	EA	25.0000	25.00
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.

*12-8-15*  
*OK TO PAY*  
*[Signature]*  
*OK TO PAY*  
*[Signature]*  
*12-9-15*

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
30.95		0.49	31.44		31.44 ✓

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.  
 2367959



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8411558

INVOICE DATE 12/18/15

WORK ORDER# f2078058

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: David Freese  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 12/17/15 at 10:00AM

OP CODE	DESCRIPTION	TAX	LOGS	No. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
1900	BW Copies 8.5X11	T	001	924	1		924	EA	0.1390	128.44
1927	Document Assembly/Collate	NT	001	3	1		3	EA	0.1800	0.54
1936	3 Hole Drill	NT	001	469	1		469	EA	0.0200	9.38
1953	Screw Post Bind	T	001	1	1		1	EA	2.9930	2.99
1925	Acetate Covers	T	001	1	1		1	EA	1.2600	1.26
1926	Back Covers (Blk or White)	T	001	1	1		1	EA	1.8900	1.89
1601	PPC Bond - Additional Set	T	001	73	1	30X42	657	SF	0.2770	181.99
1624	Stapling	T	001	1	1		1	EA	1.1030	1.10
8501	PW DMF/Document MNGT	NT	001	73	1		73	EA	2.1000	153.30
6157	3rd Party Download	NT	001	1	1		1	EA	6.3000	6.30
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.

*12-29-15*  
*OK to pay*  
*OK to pay*  
*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
492.97		25.88	518.85		518.85

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.  
 2384798



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8417354

INVOICE DATE 12/22/15

WORK ORDER# 5033725

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

ATTN: DAVID FREESE  
 WILL CALL - SACRAMENTO  
 SACRAMENTO, CA 95818

DUE: 12/22/15 at 10:00AM

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
1601	PPG Bond - Additional Set	T	001	73	1	30X42	657	SF	0.2770	181.99
1624	Stapling	T	001	1	1		1	EA	1.1030	1.10
1900	BW Copies 8.5X11	T	001	924	1		924	EA	0.1390	128.44
1936	3 Hole Drill	NT	001	462	1		462	EA	0.0200	9.24
1947	ACCO Bind	T	001	1	1		1	EA	1.5750	1.58
8603	1shipdocs -Next day USA W/C @ ARC SACRAMENTO,CA. ID#15191616	T	001	1	1		1	EA	25.0000	25.00
<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 style="text-align: center;"><i>12-29-15</i>  <i>ok for pay</i>  <i>OK to pay</i>  <i>Be 12-30-15</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
353.13		29.23	382.36		382.36

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.  
 2389167



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8417373

INVOICE DATE 12/22/15

WORK ORDER# f2078047

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
 ATTN: David Freese  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 12/21/15 at 12:00PM

OF CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	4	1		4	EA	0.1730	0.69
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.										
<i>12-29-15</i> <i>ok to pay</i> <i>[Signature]</i> <i>OK T: 12-13-15</i> <i>12-30-15</i>										

For Billing Inquiries, please contact your local branch at 714-751-2600  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
6.47		0.49	6.96		6.96

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.  
 2388022



## 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

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# Southwest

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---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

## Ready for takeoff!



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

### Air Itinerary

**AIR Confirmation: 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 <a href="#">Wanna Get Away</a>

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.

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**AVIS**

Add a hotel

- ✓ Earn Rapid Rewards® points
- ✓ Best rate guarantee
- ✓ Free cancellation

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Airlines at 4:40 PM  
Arrive in SACRAMENTO, CA (SMF) at 6:10 PM  
Travel Time 1 hrs 30 mins  
[Wanna Get Away](#)

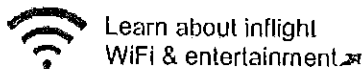
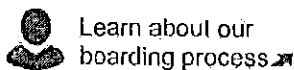
- ✔ Check in for your flight(s): 24 hours before your trip on [Southwest.com](#) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 Bags 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  
ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



## Cost and Payment Summary

✂ AIR RIHG14



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Southwest®  
Rapid Rewards®

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- ✔ Redeem for International flights and more

[Enroll now >](#)

Base Fare	\$ 286.29	<b>Payment Information</b>
Excise Taxes	\$ 21.47	Payment Type: Visa XXXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Nov 20, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$335.96
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 335.96</b>	

$\frac{1}{2} = 167.98$

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Southwest Airlines  
P.O. Box 36647-1CR  
Dallas, TX 75235

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## 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

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## Ready for takeoff!



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



**Upcoming Trip:** 12/17/15 - Orange County

[✈ Air Itinerary](#)

**AIR Confirmation:** RWFHZ2

Confirmation Date: 12/4/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/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 <a href="#">Wanna Get Away</a>

Date	Flight	Departure/Arrival
------	--------	-------------------

**Add a hotel**

- ✓ Earn Rapid Rewards® points
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- ✓ 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

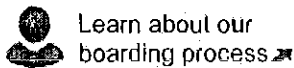
- ✓ Check in for your flight(s): 24 hours before your trip on [Southwest.com](http://Southwest.com) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get 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: 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 ZPSMFSNA  
XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Southwest  
Rapid Rewards

- ✓ Unlimited reward seats
- ✓ No blackout dates
- ✓ Redeem for International flights and more

Enroll now >

✕ AIR - RWFHZ2

Base Fare	\$ 332.80	<b>Payment Information</b>
Excise Taxes	\$ 24.96	Payment Type: Visa XXXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Dec 4, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$385.96
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 385.96</b>	

13  
128.66

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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



RA 631559416                      Bill 0  
Rental 09-DEC-2015 06:36 AM  
JOHN WAYNE ARPT  
Return 10-DEC-2015 03:47 PM  
JOHN WAYNE ARPT

DAVID FREESE  
Vehicle # GD568347  
Model COMPASS  
Class Driven IRAR      Class Charged IFAR  
License# 7MXM004      State/Province CA  
M/Kms Driven 158  
M/Kms Out 1660  
M/Kms In 2018

Charges	No Unit	Price	Amount
CDW	2 Days	19.99	39.98
REFUELING	9 Gals	4.24	38.16 <sup>*</sup>
T & H	2 Days	51.41	102.82 <sup>*</sup>
UNLIM M/KM	0 M/Kms		0.00 <sup>*</sup>
DSCNT T&H 10.00%			-10.28 <sup>*</sup>
CONCESSION FEE RECOVERY			18.96 <sup>*</sup>
TOURISM FEE			3.24
SALES TAX 8.000 %			8.92
82.750 %			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 = 101.43



BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

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

Départure

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-
<b>Balance Due</b>						<b>\$0.00</b>

1/2 = 72.15;

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.

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\_\_\_\_\_  
 Signature

SAC. INTL AIRPORT  
6900 AIRPORT BLVD  
SACRAMENTO, 95837

POF \$22 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

/B = 57

0116734 - RECEIPT



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Paid 02/25/2016  
Check # 78735

## Payment Authorization

2/17/2016

Amount: \$594,323.44

Vendor Name: American Seating Company

Invoice No.: App No.1

Invoice Date: 01/30/2016

Project No.: 03215050

Project Name: Pacific Amphitheatre Seating Installation

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

**AIA DOCUMENT G702**

<b>TO:</b>	<b>PROJECT:</b>	<b>APPLICATION NO:</b>	<b>Distribution to:</b>
CALIFORNIA FAIRS FINANCING AUTHORITY	PACIFIC AMPHITHEATRE	1	<input type="checkbox"/> OWNER
Address	SEATING REPLACEMENT	<b>APPLICATION DATE:</b> 2/3/2016	<input type="checkbox"/> ARCHITECT
City, State & Zip	City, State & Zip	<b>PERIOD FROM:</b> 1/1/2016	<input type="checkbox"/> CONTRACTOR
<b>FROM:</b>	<b>ARCHITECT:</b>	<b>PERIOD TO:</b> 1/31/2016	
AMERICAN SEATING COMPANY	NAME	<b>CONTRACT DATE:</b> 10/30/2015	
401 American Seating Center	Address	<b>CONTRACT FOR:</b> FIXED SEATING	
Grand Rapids, MI 49504	City, State & Zip	<b>PROJECT NOS:</b> 032-15-050	
			<b>DUE:</b>

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** AMERICAN SEATING COMPANY

By: Judi Smith Date: February 2, 2016  
 Judi Smith, Credit Manager  
 State of: MICHIGAN County of: KENT  
 Subscribed and sworn to before me this 2nd day of February 2016 COUNTY OF OTTAWA  
 Notary Public: Carol Lynn Stanke MY COMMISSION EXPIRES Feb 20, 2020  
 My Commission expires: 02/20/2020 ACTING IN COUNTY OF Kent

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 594,323.44

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 2/10/16  
 By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$1,017,170.21
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$1,017,170.21
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 625,603.62
5. RETAINAGE:	
a. 5.00% of Completed Work (Column D + E on G703)	\$31,280.18
b. 5.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$31,280.18
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$594,323.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$594,323.44
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$422,846.77

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
In previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

**CONTINUATION SHEET**

**AIA DOCUMENT G703**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated in U.S. dollars.

Use Column I on Contracts where variable retainage for fine items may apply.

APPLICATION NO: 1

APPLICATION DATE: 2/2/2016

PERIOD TO: 1/31/2016

RETAINAGE: 5.00%

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE (If Variable Rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)				
1	P&P bonds & insurance (2%)	\$ 20,343.40	\$ -	\$ 20,343.40	\$ -	\$ 20,343.40	100.00%	\$ -	\$ 1,017.17	
2	Submittals (1%)	\$ 10,171.70	\$ -	\$ 10,171.70	\$ -	\$ 10,171.70	100.00%	\$ -	\$ 508.59	
3	Drawings (1%)	\$ 10,171.70	\$ -	\$ 10,171.70	\$ -	\$ 10,171.70	100.00%	\$ -	\$ 508.59	
4	Samples (1%)	\$ 10,171.70	\$ -	\$ 10,171.70	\$ -	\$ 10,171.70	100.00%	\$ -	\$ 508.59	
5	Layout (.5%)	\$ 5,085.85	\$ -	\$ 5,085.85	\$ -	\$ 5,085.85	100.00%	\$ -	\$ 254.29	
6	Field Check (1.5%)	\$ 15,257.55	\$ -	\$ 15,257.55	\$ -	\$ 15,257.55	100.00%	\$ -	\$ 762.88	
7	Shop order scheduling & mobilization (1%)	\$ 10,171.70	\$ -	\$ 10,171.70	\$ -	\$ 10,171.70	100.00%	\$ -	\$ 508.59	
8	Material & production planning (1%)	\$ 10,171.70	\$ -	\$ 10,171.70	\$ -	\$ 10,171.70	100.00%	\$ -	\$ 508.59	
9	Mobilization (.5%)	\$ 5,085.85	\$ -	\$ 5,085.85	\$ -	\$ 5,085.85	100.00%	\$ -	\$ 254.29	
10	Overhead/supervision/gen'l conds/profit (5%)	\$ 50,858.51	\$ -	\$ 12,714.83	\$ -	\$ 12,714.83	25.00%	\$ 38,143.88	\$ 635.73	
11	<u>Section 1</u>									
12	Fixed Seating	\$ 51,096.34	\$ -	\$ 51,096.34	\$ -	\$ 51,096.34	100.00%	\$ -	\$ 2,554.82	
13	Removal	\$ 8,973.45	\$ -	\$ 8,973.45	\$ -	\$ 8,973.45	100.00%	\$ -	\$ 448.67	
14	Installation	\$ 21,303.82	\$ -	\$ 21,303.82	\$ -	\$ 21,303.82	100.00%	\$ -	\$ 1,065.19	
15	<u>Section 2</u>									
16	Fixed Seating	\$ 61,315.61	\$ -	\$ 61,315.61	\$ -	\$ 61,315.61	100.00%	\$ -	\$ 3,065.78	
17	Removal	\$ 10,768.14	\$ -	\$ 10,768.14	\$ -	\$ 10,768.14	100.00%	\$ -	\$ 538.41	
18	Installation	\$ 25,564.59	\$ -	\$ 25,564.59	\$ -	\$ 25,564.59	100.00%	\$ -	\$ 1,278.23	
19	<u>Section 3</u>									
20	Fixed Seating	\$ 51,096.34	\$ -	\$ 51,096.34	\$ -	\$ 51,096.34	100.00%	\$ -	\$ 2,554.82	
21	Removal	\$ 8,973.45	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,973.45	\$ -	
22	Installation	\$ 21,303.82	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,303.82	\$ -	

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1  
APPLICATION DATE: 2/2/2016

In tabulations below, amounts are stated in U.S. dollars.

PERIOD TO: 1/31/2016 RETAINAGE: 5.00%

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If Variable Rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
23	<u>Section 4</u>								
24	Fixed Seating	\$ 61,315.61	\$ -	\$ 61,315.61	\$ -	\$ 61,315.61	100.00%	\$ -	\$ 3,065.78
25	Removal	\$ 10,768.14	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,768.14	\$ -
26	Installation	\$ 25,564.59	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,564.59	\$ -
27	<u>Section 5</u>								
28	Fixed Seating	\$ 66,425.25	\$ -	\$ 66,425.25	\$ -	\$ 66,425.25	100.00%	\$ -	\$ 3,321.26
29	Removal	\$ 11,665.49	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,665.49	\$ -
30	Installation	\$ 27,694.97	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,694.97	\$ -
31	<u>Section 6</u>								
32	Fixed Seating	\$ 91,973.42	\$ -	\$ 91,973.42	\$ -	\$ 91,973.42	100.00%	\$ -	\$ 4,598.67
33	Removal	\$ 16,152.21	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,152.21	\$ -
34	Installation	\$ 38,346.88	\$ -	\$ -	\$ -	\$ -	0%	\$ 38,346.88	\$ -
35	<u>Section 7</u>								
36	Fixed Seating	\$ 66,425.25	\$ -	\$ 66,425.25	\$ -	\$ 66,425.25	100.00%	\$ -	\$ 3,321.26
37	Removal	\$ 11,665.49	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,665.49	\$ -
38	Installation	\$ 27,694.97	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,694.97	\$ -
39	<u>Section 8</u>								
40	Fixed Seating	\$ 61,315.61	\$ -	\$ -	\$ -	\$ -	0%	\$ 61,315.61	\$ -
41	Removal	\$ 10,768.14	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,768.14	\$ -
42	Installation	\$ 25,564.59	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,564.59	\$ -
43									
44	Punchlist & Acceptance (.5%)	\$ 5,085.85	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,085.85	\$ -
45	Closeout Documentaton (5%)	\$ 50,858.51	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,858.51	\$ -
46		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
47		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 1,017,170.21</b>	<b>\$ -</b>	<b>\$ 625,603.62</b>	<b>\$ -</b>	<b>\$ 625,603.62</b>	<b>61.50%</b>	<b>\$ 391,566.59</b>	<b>\$31,280.18</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/25/2016  
Check # 78736

## Payment Authorization

2/17/2016

Amount: \$121,217.40

Vendor Name: AP Construction Inc.

Invoice No.: App No.1

Invoice Date: 01/30/2016


Project No.: 03215059


Project Name: Action Sports Arena Roofing Project

Fair Name: OC Fair & Event Center

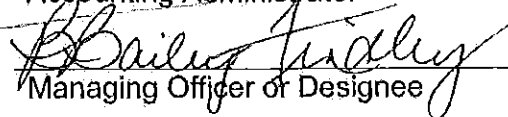
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

APPLICATION NO: 1  
 PERIOD TO: 1/30/2016  
 PROJECT NOS: 15-050  
 CONTRACT DATE: January 4, 2016

DISTRIBUTION TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

PROJECT: CCHA  
 Action Sports Arena  
 Roofing  
 VIA ARCHITECT: AP Construction, Inc.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract Home Depot. Contention Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$456,000.00
2. Net change by Change Order	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$456,000.00
4. TOTAL COMPLETE or STORED TO DATE (Column G on G703)	\$134,686.00

5. RETAINAGE

Completed Work (Column D-E on G703)	10%	\$13,468.60
Stored Material (Column F on G703)	10%	\$0.00
Total Retainage (Line 5A - 5B on G703)		\$13,468.60

6. TOTAL EARNED LESS RETAINAGE (Line 4 - less Line 5 Total)	\$321,217.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 - from prior Certificates)	\$0.00
8. CURRENT PAYMENT DUE (Line 6 - less Line 7)	\$321,217.40
9. BALANCE TO RECEIVE INCLUDING RETAINAGE (Line 8 - less Line 9)	\$321,217.40

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AP Construction, Inc.  
 By: *[Signature]*  
 Joseph Cochran, Controller  
 Date: 1/30/2016

**ARCHITECTS CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$121,217.40

(Attach explanation if amount certified differs from the amount applied for. Initial will figure on this Application and on the Communication Sheet that are changed to conform to the amount certified.)

By: *[Signature]* Date: 2/11/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		



A	B	C	D	E	F	G	H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK FROM PAST APPL	COMPLETED THIS PERIOD	MATERIALS STORED NOT D&E	ALL COMPLETED & STORED ITEMS (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Requirements							
2	Project Management	24,000.00		7,920.00		7,920.00	16,080.00	792.00
3	Supervision	35,000.00		11,550.00		11,550.00	23,450.00	1,155.00
4	Project Engineer	6,000.00		1,980.00		1,980.00	4,020.00	198.00
5	Bond	4,515.92		4,515.92		4,515.92	0.00	451.59
6	Insurance	4,214.08		4,214.08		4,214.08	0.00	421.41
7	Document Control	5,000.00		1,650.00		1,650.00	3,350.00	165.00
8	Closeout	4,500.00		0.00		0.00	4,500.00	0.00
13	As-Builts	3,000.00		0.00		0.00	3,000.00	0.00
14	Metal Canopy							
15	Steel Demolition	87,070.00		69,656.00		69,656.00	17,414.00	6,965.60
16	Valley Beams	59,800.00		0.00		0.00	59,800.00	0.00
17	Roof	110,000.00		0.00		0.00	110,000.00	0.00
18	Trim	29,900.00		0.00		0.00	29,900.00	0.00
19	Electrical							
20	Demolition	33,200.00		33,200.00		33,200.00	0.00	3,320.00
21	Re-install Electrical Components	49,800.00		0.00		0.00	49,800.00	0.00
22								
23	Change Order #1							
24	New Fascia Beams							
25	Change Order #2							
26	Additional Panel Work							
27								
PROJECT TOTAL:		\$456,000.00	\$0.00	\$134,686.00		134,686.00	\$21,314.00	13,466.60

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information**

Name of Claimant: AP CONSTRUCTION, INC.  
Name of Customer: CALIFORNIA FAIRS FINANCE AUTHORITY  
Job Location: ACTION SPORTS ARENA ROOFING AT OC FAIR  
Owner: CALIFORNIA FAIRS FINANCE AUTHORITY  
Through Date: 01/31/2016

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CALIFORNIA FAIR FINANCE AURTHORITY  
Amount of Check: \$ 121,217.40  
Check Payable to: AP CONSTRUCTION, INC.

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature:   
Claimant's Title: CONTROLLER  
Date of Signature: 02/05/2016



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Check #: 78741  
Date Paid: 02/25/2016

## Payment Authorization

Date: 08/17/2015

Amount: \$11,905.42

Vendor Name: CFFA

Invoice No.: 1739

Invoice Date: 8/17/2015


Project No.: 03213031

Project Name: Pac Amp Renovation Ph II  
Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribune 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: 1739  
 Invoice Date: 8/17/2015  
 Customer Code: 32nd  
 Project: 03213031  
 Pac Amp Reno Phase II

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03213031 Direct Costs - 7/2015	11,905.42
	<b>\$11,905.42</b>

*Thank you for your business!*

Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$11,905.42  
 Sales Tax: 0.00  
 Invoice Total: \$11,905.42





801 Broadway  
SACRAMENTO, CA 95818  
916-443-1322

INVOICE NO. 1239897

INVOICE DATE 07/23/15

WORK ORDER# P870785

SOLO TO: Cust# 6474  
California Fairs Services Authority  
1776 Tribute Road Ste. 100  
Sacramento, CA 95815

SHIP TO: Cust# 6474  
ATTN: David Freese  
California Fairs Services Authority  
1776 Tribute Road Ste. 100  
Sacramento, CA 95815

JOB DUE: 07/22/15 at 01:00PM

Will Call

CONTACT David Freese/California Fairs Serv		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT				
JOB#		JOB NAME 13-114A Pacific Amphitheater			BILLER Patty Lira			LOC 024	
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT	
6121	DIGITAL SETUP/EPLOTT FULLSIZE	1	1		1	EA		2.20	
2200.03	SMART COLOR - LINE GRAPHICS	1	2	30x42	18	SF		46.80	

*Precision Engineering layout*  
*ok to pay*  
*8/4/15*  
*OK TO PAY*  
*8-4-15*

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Elizabeth Garcia at 415-537-2222

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
49.00		4.17	53.17		53.17

TERMS: Net 30 Days  
Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.

870785

Miller & Owen  
428 J Street, Suite 400  
Sacramento, CA 95814  
(916) 447-7933

Review *[Signature]*  
Approved *[Signature]*  
OK JUP  
BET 7-9-15

May 31, 2015

CFFA  
c/o Becky Bailey-Findley  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

In the matter of:

Our file number: CF960

Invoice Number: 30636

---

FEE TRANSACTIONS

\_\_\_\_\_ Hours \_\_\_\_\_ Amount

05/06/15	CEL	Email corr. D. Hyde regarding: R. Mundekis PRA request (Pac. Amphitheater);	0.60	150.00
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**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA 95815

April 8, 2015

Attention: David Preese

Inv #: 70462

RE: General Facilities  
4520.001

DATE TIMEKPR DESCRIPTION

HOURS RATE AMOUNT

03-02-15 1597

2.80 \$230.00 644.00

*o/c*

03-03-15 1597

3.50 \$230.00 805.00

*o/c*



03-04-15 1597

2.20 \$230.00 506.00

*O/C*

03-05-15 1597

0.80 \$230.00 184.00

*O/C*

03-06-15 1597

0.70 \$230.00 161.00

*O/C*

03-09-15 1597

1.80 \$230.00 414.00

*O/C*

03-10-15 1597

3.30 \$230.00 759.00

*O/C*

Invoice # 70462

Page 3

April 8, 2015

03-11-15 1580

1.80 \$230.00 414.00

*o/c*

1597

2.30 \$230.00 529.00

*o/c*

03-12-15 1597

1.80 \$230.00 414.00

*o/c*

03-13-15 1597

0.80 \$230.00 184.00

*o/c*

03-16-15 1597

0.20 \$230.00 46.00

*o/c*

*50%*

03-17-15 1597

1.70 \$230.00 391.00

*o/c*

03-18-15 1597

1.50 \$230.00 345.00

*o/c*

03-19-15 1597 0.40 \$230.00 92.00

*O/C*

03-26-15 1597 0.20 \$230.00 46.00

*O/C*

Totals 25.80 \$5,934.00

*-223.00*

5,911.00

DISBURSEMENTS

Mar-31-15 Out-of-town travel K. Cook airfare regarding meeting 2/26/15. 346.20 ✓

Photocopies 26 @ 0.25 6.50

Photocopies 108 @ 0.25 27.00

Photocopies 17 @ 0.25 4.25

Photocopies 9 @ 0.25 2.25

Totals \$386.20

Total Fees and Disbursements

TAX ID Number 95-4655650

6,297.20

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1580	Fabiola Rivera	1.80	\$230.00	\$414.00
1597	Kimble Cook	24.00	\$230.00	\$5,520.00

*OK To pay 7-27-15*  
*[Signature]*



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®



Thank you for your purchase!

Oakland, CA - OAK to Orange County/Santa Ana, CA - SNA

4520 #1

<b>Air</b>
Confirmation #BTN4X9
Oakland, CA - OAK to Orange County/Santa Ana, CA - SNA Thursday, February 26, 2015
Air Total: \$346.20

Amount Paid  
\$346.20

412

Om

Trip Total  
\$346.20

FEB 26  
THU

02/26/15 - Orange County

AIR

Oakland, CA - OAK to Orange County/Santa Ana, CA - SNA  
02/26/2015

Confirmation #  
BTN4X9

Adult Passenger(s)

KIMBLE COOK

Subscribe to Flight Status Messaging

Rapid Rewards #

00020061005971

DEPART FEB 26 THU	07:05 AM Depart Oakland, CA (OAK) on Southwest Airlines	Flight #4403 Southwest WiFi available	Thursday, February 26, 2015
	08:30 AM Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Wanna Get Away
RETURN FEB 26 THU	05:00 PM Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3031 Southwest WiFi available	Thursday, February 26, 2015
	06:25 PM Arrive in Oakland, CA (OAK)		Travel Time 1 h 25 m (Nonstop) Wanna Get Away

**What you need to know to travel:**

**Check-In:** Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare requirement at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime fares.

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	OAK-SNA	Wanna Get Away Economy Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (non-refundable - no name changes allowed)</li> <li>Not redeemable unless purchased with Points</li> </ul>	1	\$173.10
Return	SNA-OAK	Wanna Get Away Economy Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (non-refundable - no name changes allowed)</li> <li>Not redeemable unless purchased with Points</li> </ul>	1	\$173.10

Enroll in Rapid Rewards and earn at least 1774 Points for this trip. Already a Member? Log In to ensure you are getting the points you deserve.

Subtotal **\$346.20**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see KB details.  
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

**Air Total:**  
**\$346.20**

**Gov't taxes & fees now included**

Purchaser Name: *Fessa Hicks* Billing Address: 1901 Avenue of the Stars Suite 575  
Los Angeles, CA US 90067

Form of Payment	Amount Applied
Visa - XXXXXXXXXX-3620	\$346.20

**Amount Paid**  
**\$346.20**

**Trip Total**  
**\$346.20**

**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA 95815

July 6, 2015

Attention: David Preese

Inv #: 70846

RE: General Facilities  
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
06-02-15	1597		2.20	\$230.00	506.00
			<i>OK</i>	<i>o/c</i>	
06-08-15	1597		1.20	\$230.00	276.00
				<i>o/c</i>	
06-09-15	1597		0.80	\$230.00	184.00
				<i>o/c</i>	
06-10-15	1597		0.30	\$230.00	69.00
				<i>o/c</i>	
06-15-15	1597		1.20	\$230.00	276.00
				<i>o/c</i>	
06-17-15	1597		1.10	\$230.00	253.00
				<i>o/c</i>	

Invoice #: 70846

Page 2

July 6, 2015

06-18-15	1597	1.80	\$230.00	414.00
----------	------	------	----------	--------

*OLC*

06-22-15	1597	2.80	\$230.00	644.00
----------	------	------	----------	--------

*OLC*

Totals

11.40

\$2,622.00

Total Fees and Disbursements

\$2,622.00

TAX ID Number 95-4655650

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	11.40	\$230.00	\$2,622.00

*OK to 1597  
Bm 7-29-16*

**BEST WESTERN PLUS NEWPORT INN**  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



**PLUS**

(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 06/19/2015 07:15 AM DEPALM  
 Loyalty Club: 6006637391147204

Diamond

Room # 212-A

Conf # 94904  
 Arrival 06/17/15  
 Departure 06/19/15

Registered To:  
 Eubanks, Bryan  
 BW-REGULAR GUESTS  
 3431 Cantelow Rd  
 Vacaville, CA 95688

Room Type BS-Business ~  
 Guests 2 / 0

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/17/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/17/15	DEPAL	9	ROOM TAX			\$9.60
06/17/15	DEPAL	91	CITY BIA			\$3.60
06/18/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/18/15	DEPAL	9	ROOM TAX			\$9.60
06/18/15	DEPAL	91	CITY BIA			\$3.60
06/19/15	DEPAL	VS	PAYMENT VISA/MC		1737 - 027113	\$266.38

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature



Eubanks DC

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX1737  
Card Type : Visa  
Authorization Code : 919144

Cashier : 0 Seq # 26081  
License Plate : NOPLATE  
Ent : 07:48 06/17/15 Lane 37  
Exit: 17:44 06/19/15 Lane 64  
Duration: 2D(s) 9H(s) 56M(s)  
Rate Code: 36 Shift: 160

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*  
3 Day(s) @\$17,00 = \$51,00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

DC  
SACRAMENTO INT'L  
AIRPORT

Card Account : 00000000000000000000  
Card Type : Visa  
Authorization Code : 000000

Cashier : # 000 # 01500  
License Plate : 123456  
In : 08:00 00/00/15 Lane 01  
Exit : 11:00 00/00/15 Lane 02  
Duration : 00:00 12:00 00:00  
Rate Code : 00 Shift : 000

FEE	#	05.00
AMOUNT TEND	#	05.00
CASH	#	0.00
CREDIT CARD	#	05.00
CHECK	#	0.00
CHANGE	#	0.00

PAID AT ET # 05.00

Taxes Included

\*\*\* Start Calculation Details \*\*\*  
3 Days @ \$17.00 = \$51.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

**BEST WESTERN PLUS NEWPORT INN**  
 2642 Newport Blvd,  
 Costa Mesa, CA 92627



**PLUS**

(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 06/19/2015 04:35 PM naj  
 Loyalty Club: 6006637310286679 Platinum

Room # 309-A

Conf # 94910  
 Arrival 06/15/15  
 Departure 06/19/15

Registered To:  
 Freese, David  
 BW-REGULAR GUESTS  
 292 Shasta Drive  
 Vacaville, CA 95687

Room Type QQZ-QQ-Business-  
 Guests 2 / 0

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/15/15	khaled	RC	ROOM CHARGE			\$119.99
06/15/15	khaled	9	ROOM TAX			\$9.60
06/15/15	khaled	91	CITY BIA			\$3.60
06/16/15	khaled	RC	ROOM CHARGE			\$119.99
06/16/15	khaled	9	ROOM TAX			\$9.60
06/16/15	khaled	91	CITY BIA			\$3.60
06/17/15	Josie	GIFT	GIFT SHOP	309-B	snacks	\$5.00
06/17/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/17/15	DEPAL	9	ROOM TAX			\$9.60
06/17/15	DEPAL	91	CITY BIA			\$3.60
06/18/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/18/15	DEPAL	9	ROOM TAX			\$9.60
06/18/15	DEPAL	91	CITY BIA			\$3.60
06/19/15	edrls	VS	PAYMENT VISA/MC		0686 - 315143	\$532.76
06/19/15	naj	VS	PAYMENT VISA/MC		0686 - 819153	\$5.00

<b>Balance Due</b>	<b>\$0.00</b>
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THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_

## Ready for takeoff!



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

**Upcoming Trip:** 06/25/15 - Orange County



**AIR Itinerary**

**AIR Confirmation: 884SGC**

Confirmation Date: 06/24/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262120666039	Jun 23, 2016	4222

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 Jun 25	1621	Depart <b>SACRAMENTO, CA (SMF)</b> on Southwest Airlines at <b>10:40 AM</b> Arrive in <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> at <b>12:00 PM</b> Travel Time 1 hrs 20 mins <u>Anytime</u>
Fri Jun 26	281	Depart <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> on Southwest Airlines at <b>4:05 PM</b> Arrive in <b>SACRAMENTO, CA (SMF)</b> at <b>5:25 PM</b> Travel Time 1 hrs 20 mins <u>Anytime</u>

### What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

### Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 482.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First

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Southwest

RAPID REWARDS

and second bags fly free. Weight and size limits apply.

Fare Rule(s): 526212066039: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA211.07YLNEV WN SMF211.07YLNEV 422.14 END ZPSMFSNA  
XF5SMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn About Our Boarding Process →



Get EarlyBird Check-In@ Details →

### Cost and Payment Summary

AIR - 884SGC

Base Fare	\$ 422.14	<b>Payment Information</b>
Excise Taxes	\$ 31.66	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jun 24, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$482.00
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 482.00</b>	



### Flight Status Alerts

Stay on your way with flight departure or arrival status via text message or e-mail

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- [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](#)

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS<sup>SM</sup>



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #8WQTIQ

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 Tuesday, June 30, 2015 - Friday, July 3, 2015

Air Total: \$444.00

Amount Paid  
 \$444.00

Trip Total  
 \$444.00

JUN 30

TUE 06/30/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 06/30/2015 - 07/03/2015

Confirmation #  
**8WQTIQ**

Adult Passenger(s)  
 DAVID FREESE

Rapid Rewards #  
 00000337987344

Subscribe to Flight Status Messaging

DEPART JUN 30	08:50 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #136 Southwest	Tuesday, June 30, 2015
TUE	10:15 AM	Arrive In Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN JUL 3	04:05 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #281 Southwest	Friday, July 3, 2015
FRI	05:25 PM	Arrive In Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 20 m (Nonstop) Wanna Get Away

What you need to know to travel:

**Check-In:** Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy:** If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no

show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	<b>Anytime Great Flexibility</b>	<ul style="list-style-type: none"> <li>• Early Departures</li> <li>• Same-Day Cancellations</li> <li>• No Change Fees</li> </ul>	1	\$231.00
Return	SNA-SMF	<b>Wanna Get Away Excursion Value</b>	<ul style="list-style-type: none"> <li>• On-Board WiFi</li> <li>• Upgrade to Business Select</li> <li>• Rapid Rewards Funds</li> <li>• Flexible Fare Rules - no change charges, no credit</li> <li>• Free Checked Baggage</li> </ul>	1	\$213.00

Enroll in Rapid Rewards and earn at least 3128 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

**Subtotal** **\$444.00**  
Fare Breakdown

Carry-on items: 1 bag + 1 small personal item are free, see full details.  
Checked items: First and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

**Air Total:**  
**\$444.00**

**Gov't taxes & fees now included**

**Purchaser Name** David Freese      **Billing Address** 1776 Tribute Road Suite 220  
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXX-0586	<b>\$444.00</b>

**Amount Paid**  
**\$444.00**

**Trip Total**  
**\$444.00**

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OC

SHELL , 57442719781  
1512 SOUTHEAST BRISTOL  
SANTRA AHA , CA  
92626

07/03/2015 02:52:39 PII 069837678

XXXX XXXX XXXX 0688 UTSR  
IMVOICE 159525  
AUTH 413015

PUMP #	
REGULAR	0.7538
PRICE/GAL	3.659
FUEL TOTAL	\$ 24.71

-----  
Subtotal = \$ 24.71  
Tax = \$ 0.00  
-----  
Total = \$ 24.71

CREDIT \$ 24.71

Choose Shell Nitrogen Enriched  
Gasolines. No other gasolines protect  
better.



**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd,  
Costa Mesa, CA 92627



**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 07/03/2015 02:05 PM Josie  
Loyalty Club: 6006637310286679

Platinum

Room # 331-A

Conf # 95705  
Arrival 06/30/15  
Departure 07/03/15

Registered To:  
Freese, David  
BW-REGULAR GUESTS  
292 Shasta Drive  
Vacaville, CA 95687

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/30/15	khale	RC	ROOM CHARGE			\$129.99
06/30/15	khale	9	ROOM TAX			\$10.40
06/30/15	khale	91	CITY BIA			\$3.90
07/01/15	DEPAL	RC	ROOM CHARGE			\$129.99
07/01/15	DEPAL	9	ROOM TAX			\$10.40
07/01/15	DEPAL	91	CITY BIA			\$3.90
07/02/15	DEPAL	RC	ROOM CHARGE			\$129.99
07/02/15	DEPAL	9	ROOM TAX			\$10.40
07/02/15	DEPAL	91	CITY BIA			\$3.90
07/03/15	Josie	VS	PAYMENT VISA/MC		0686 - 710342	\$432.87-

<b>Balance Due</b>	<b>\$0.00</b>
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_

OC

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXXXXX  
Card Type : Visa  
Authorization Code : 919009

Cashier : 59 Emp # 34187  
License Plate : W6PLATE  
Ent : 07:10 06/20/15 Lane 09  
Exit : 07:40 07/00/15 Lane 06  
Duration: 00(m) 00(m) 00(m)  
Rate Code: 05 Shift: 011

FEE	\$	60.00
ACCOUNT TEND	\$	60.00
CASH	\$	0.00
CREDIT CARD	\$	60.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID BY CR \$ 60.00

Taxes Included

\*\*\* Start Calculation Details \*\*\*

4 Day(s) @ \$17.50 = \$70.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_

**BEST WESTERN PLUS NEWPORT INN**  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 07/03/2015 05:48 AM DEPALM

Room # 123-A

**Registered To:**

LEONARD, MIKE  
 1941 merldian ct  
 SAN JACINTO, CA 92583

Conf # 96264  
 Arrival 07/02/15  
 Departure 07/03/15

Room Type B5-Business ~  
 Guests 2 / 0

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0019

(951) 294-8670

Posting	Oper	AcctCo	Description	From	Reference	Amount
07/02/15	Josie	7T	GUEST ADV TRANS			\$166.49
07/02/15	DEPAL	RC	ROOM CHARGE			\$149.99
07/02/15	DEPAL	9	ROOM TAX			\$12.00
07/02/15	DEPAL	91	CITY BIA			\$4.50

<b>Balance Due</b>	<b>\$0.00</b>
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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\_\_\_\_\_  
 Signature

OC



ALAMO RENT A CAR  
1000 N. GARDEN ST  
DENVER CO 80202  
PHONE 303-733-3333  
FAX 303-733-3333

ALAMO RENT A CAR  
Rental # 123456789  
Model 200  
Class Driver SEAS Class Charged CASH  
License# 123456789 Supercharger 0  
Rate Price 100  
Rate Tax 1000  
Rate In 1000

Item	Rate	Days	Price	Amount
Basic Charge	40.00	4 Days	160.00	160.00
Tax	10.00	4 Days	40.00	40.00
Insurance	10.00	4 Days	40.00	40.00
Service Fee	10.00	1	10.00	10.00
Additional Fee	10.00	1	10.00	10.00
Tax	10.00	1	10.00	10.00

Total Charges 270.00

Deposit 100.00

Amount Due 170.00

\* Variable Items  
Subject to Audit  
Customer Service Number 1-800-855-2264



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/25/2016  
Check # 78741

## Payment Authorization

Date: 1/29/2016 Amount: \$9,500.00

Vendor Name: CFFA

Invoice No.: 1846

Invoice Date: 01/29/2016

Project No.: 03215051

Project Name: Heroes Hall Renovation 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

*[Signature]*  
Project Manager

*[Signature]*  
Construction Manager

*[Signature]*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

Invoice Number: 1846  
 Invoice Date: 1/29/2016  
 Customer Code: 32nd  
 Project: 03215051  
 Heroes Hall - Bidding

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Project Admin Fees Per LOU 15-051	9,500.00
	<b>\$9,500.00</b>

*Thank you for your business!*  
**Terms: Due Upon Receipt**  
 Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$9,500.00  
 Sales Tax: 0.00  
 Invoice Total: \$9,500.00

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**

<b>PROJECT COSTS</b>			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Scope Review		\$ 6,500.00	
	Sub-Total		\$ 9,500.00
<b>ESTIMATED REIMBURSABLES</b>			
	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
<b>Estimated Total Costs</b>			<b>\$ 13,750.00</b>

\*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



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/25/2016  
Check # 78741

## Payment Authorization

2/18/2016 Amount: \$10,453.33

Vendor Name: CFFA

Invoice No.: 1852

Invoice Date: 02/18/2016

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

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DEBT  
CONSTRUCTION

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

## Invoice

Invoice Number: 1852  
Invoice Date: 2/18/2016  
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 (3 of 3)	10,453.33
	<u>\$10,453.33</u>

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [CFFAaccounting@cfsa.org](mailto: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**

<b>PROJECT CONSTRUCTION COSTS</b>		
Contractors Cost (AP-Construction)	\$ 456,000.00	
	<u>Construction Sub-Total</u>	\$ <u>456,000.00</u>
CONSTRUCTION CONTINGENCY (10%)	\$ 45,600.00	\$ 501,600.00
<b>SUPPLEMENTAL COSTS</b>		
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
<b>REIMBURSABLES</b>		
Travel (Shared with Painting Project)	\$ 3,500.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	<u>Reimbursable Sub-Total</u>	\$ 4,600.00
<b>MANAGEMENT/ADMINISTRATION FEES</b>		
Project Administration Fee (6%)		\$ 27,360.00
<b>Total Costs, with Fees and Estimated Costs</b>		\$ <b>540,060.00</b>

\*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  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Paid 02/25/2016  
Check # 78741

## Payment Authorization

2/18/2016

Amount: \$15,257.56

Vendor Name: CFFA

Invoice No.: 1853

Invoice Date: 02/18/2016

Project No.: 03215050

Project Name: Pacific Amphitheatre Seating Installation


Fair Name: OC Fair & Event Center

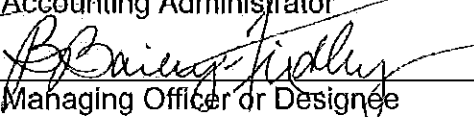
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

Finance  
Division  
COSTA MESA, CALIF.

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

## Invoice

Invoice Number: 1853  
 Invoice Date: 2/18/2016  
 Customer Code: 32nd  
 Project: 03215050  
 Pac Amp Seating Installation

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Project Admin Fees per LOU 15-050 (3 of 4)	15,257.56
	<b>\$15,257.56</b>

*Thank you for your business!*  
 Terms: **Due Upon Receipt**  
 Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$15,257.56  
 Sales Tax: 0.00  
 Invoice Total: \$15,257.56

be required, and will be calculated at 6% of the actual amount expended. The management/administration support fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). A cost breakdown is presented below.

**Orange County Fair & Event Center/32th DAA  
 Pacific Amphitheatre Seating Installation  
 Cost Breakdown**

<b>PROJECT CONSTRUCTION COSTS</b>		
Contractors Cost (American Seating Company)	\$ 1,017,170.21	
	Construction Sub-Total	\$ 1,017,170.21
<b>CONSTRUCTION CONTINGENCY (10%)</b>	\$ 101,717.02	\$ 101,717.02
<b>SUPPLEMENTAL COSTS</b>		
Supplemental Project Re-Bid Costs	\$ 1,800.00	
Special Inspections	\$ 4,000.00	
	Professional Services Sub-Total	\$ 5,800.00
<b>REIMBURSABLES</b>		
Travel	\$ 11,200.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	Reimbursable Sub-Total	\$ 12,300.00
<b>MANAGEMENT/ADMINISTRATION FEES</b>		
Project Administration Fee (6%)		\$ 61,030.21
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 1,198,017.44</b>

\*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 15, 2016. Based on the scheduled duration of the project, the current project management fees of \$61,030.21 will be billed in four (4) monthly installment of \$15,257.56, with the initial 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 \$15,257.56 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 receipt of an invoice from CFFA, which will include copies of applicable receipts. Payment of all invoices are due within 30-days of the invoice billing date. Payments not received within 30-days of the due date will be subject to interest at a rate of



## **Board of Directors Agenda Report**

MEETING DATE: MARCH 24, 2016 ITEM NUMBER: 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** March 14, 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: MARCH 24, 2016 ITEM NUMBER: 9B

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

**DATE:** March 14, 2015

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

---

### **RECOMMENDATION**

Approve the following delegation of authority: The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates contractual authority to the CEO, Kathy Kramer, up to \$50,000 for general contracts and \$300,000 for talent guarantees. Michele Richards, Vice President Business Development, and Ken Karns, Vice President Operations, may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services.

### **BACKGROUND**

The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates authority to the CEO to execute all forms of agreements without further authorization from the Board of Directors (Policy Reference 2.3.5):

*The CEO may not Execute a check or purchase commitment of greater than \$50,000, unless such commitment has been authorized by the Board via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such expenses requires dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such an expense. Any expense approved by the CEO and the Chair, or in the Chair's absence the Vice Chair, shall be reported to the full Board at the next Board meeting. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.*

All such agreements are to be submitted to the Board of Directors for review at subsequent meetings.

The Association is obligated to comply with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement (Policy Reference 2.4.5).

This delegation is further defined by Policy 2.4.5:

*The CEO will not procure any goods or services without complying with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement.*

and Policy 2.6.4:

*The CEO will not create obligations to consultants and contract workers for more than \$50,000 and/or for longer than one year in duration.*

This delegation is subject to board review at each annual meeting.





## **Board of Directors Agenda Report**

MEETING DATE: MARCH 24, 2016 ITEM NUMBER: 9C

**SUBJECT:** Approval of Barbara Venezia for Heroes Hall Veterans Foundation Board

**DATE:** March 18, 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: MARCH 23, 2016 ITEM NUMBER: 9D

**SUBJECT:** Legal Fees Paid to Date by Association for the Formation of Heroes Hall Veterans Foundation

**DATE:** March 18, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **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: MARCH 23, 2016 ITEM NUMBER: 9E

**SUBJECT:** OC Market Place Rental Agreement Assignment and Spectra Contract Extension

**DATE:** March 18, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

---

### **RECOMMENDATION**

Action Item

### **BACKGROUND**

1. Requesting Board approval of finalization of the negotiations between Spectra and Tel Phil for the purchase of the OC Market Place by Spectra from Tel Phil. As part of the negotiations an assignment agreement was created.
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.

**CONSENT TO ASSIGNMENT OF RENTAL AGREEMENT DATED AUGUST 1, 2014  
BY AND BETWEEN 32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
AND TEL PHIL ENTERPRISES, INC.**

**RECITALS**

A. Effective August 1, 2014, the 32<sup>nd</sup> District Agricultural Association, a California state institution (“District”) and Tel Phil Enterprises, Inc., a California corporation (“Tel Phil”) entered into a written Rental Agreement (“Agreement”) with a ten year term and one ten year option. A copy of the Agreement is attached as Exhibit “A” to this Consent to Assignment of Rental Agreement (“Consent”) and incorporated by this reference.

B. Under the Agreement, Tel Phil agreed to operate an outdoor marketplace for the sale of goods and/or services on the District’s property, as identified in Schedule 1-A to the Agreement, organized and administered in the format of a swap meet (the “OC Marketplace”).

C. Under Section F.3. of the Agreement, Tel Phil acknowledged, among other things, that the aggregate rent paid by Tel Phil under the terms of the prior rental agreement with the District fell short by the amount of \$226,904 for the period from August 1, 2012 to July 31, 2013 and by the amount of \$293,486 for the period from August 1, 2013 to July 31, 2014 (collectively, the “Outstanding Rent Shortfalls”).

D. Under Section F.3. of the Agreement, Tel Phil agreed, among other things, to pay to the District the Outstanding Rent Shortfalls in accordance with a payment schedule attached to the Agreement as Schedule 15 (the “Rent Shortfall Payment Schedule”). As of March 31, 2016, the total outstanding balance due and owing by Tel Phil to the District under the Agreement will be \$220,985.80. This amount includes the Outstanding Rent Shortfalls in the amount of \$215,985.80 and estimated security expenses in the amount of \$5,000.

E. Paragraph P of the Agreement states:

*Tel Phil shall not directly or indirectly sell, assign, license, transfer, mortgage, charge or otherwise encumber, or permit or suffer any other party to sell, assign, transfer, mortgage, charge or otherwise encumber, whether voluntary or by operation of law (collectively referred to as a “Transfer”), all or any part of the Tel Phil’s interest under this Agreement without the prior written approval of the Association. During the first five (5) Rental Years, such approval may be granted or withheld in the sole and absolute discretion of the Association.*

F. Paragraph X.1. of the Agreement states:

*No modification or amendment of this Agreement shall be binding on the Association unless the same is reduced to writing, approved by the Board of Directors of the Association, and executed by the Association and approved by the appropriate State agencies.*

G. In or around January 2016, Tel Phil advised the District that Tel Phil had initiated discussions to sell all of its rights and obligations under the Agreement to Ovation Fanfare, L.P.,

a Pennsylvania limited partnership, authorized to conduct business in the State of California (“Ovations”).

## CONSENT

1. Pursuant to Paragraph P of the Agreement, the Board of Directors of the 32<sup>nd</sup> District Agricultural Association consent to Tel Phil’s assignment of its rights and obligations under the Agreement to Ovations; provided, however, that this Consent is subject to and expressly conditioned upon the following:

- A. The execution by Ovations and the District of the “AMENDMENT TO FOOD SERVICE MANAGEMENT AGREEMENT”, a copy of which is attached to this Consent as Exhibit “B” and incorporated by this reference.
- B. Tel Phil’s payment of the total outstanding balance due and owing by Tel Phil to the District under the Agreement in the amount of \$220,985.80, which includes the Outstanding Rent Shortfalls in the amount of \$215,985.80 and estimated security expenses in the amount of \$5,000, by the close of business on March 30, 2016. Tel Phil shall make the payment under this Paragraph 1(B) with a Cashier’s Check.
- C. Tel Phil’s removal from the Premises (as defined under Section A of the Agreement), all personal property owned or controlled by Tel Phil and stored on the Premises, on or before 12:00 p.m. on March 30, 2016. On March 30, 2016, the District will inspect the Premises to determine whether Tel Phil has removed all personal property from the Premises to the sole and exclusive satisfaction of the District.
- D. The execution by Ovations and Tel Phil of the “ASSIGNMENT AND ASSUMPTION AGREEMENT”, a copy of which is attached to this Consent as Exhibit “C” and incorporated by this reference (the “Assignment”).
- E. The written approval of the Assignment by the California Department of Food and Agriculture (“Effective Date”). The District shall not be liable to pay or reimburse Ovations for any performance under the Agreement or under this Consent including, but not limited to, costs or expenses incurred, or to be bound by any provision prior to the Effective Date.
- F. The written approval of the Assignment by the District, which approval may be granted or withheld by the District in its sole and absolute discretion.

2. This Consent is incorporated by reference into the Agreement and the Agreement remains in full force and effect. Except as expressly provided in this Consent, all other terms, conditions and provisions of the Agreement shall remain in full force and effect as provided in the Agreement as if fully republished in this Consent.

3. This Consent does not waive any restriction or requirement in the Agreement, including but not limited to Paragraph P, related to any further assignment by Ovations, Tel Phil, their respective assigns and representatives, and/or any other person, firm or entity.

4. Ovations and Tel Phil acknowledge and agree that the District will not approve the Assignment until Ovations and Tel Phil timely satisfy each, every and all of the conditions set forth in Paragraph 1 of this Consent.

5. Tel Phil agrees that if it fails to remove all personal property owned or operated by Tel Phil from the Premises by 12:00 p.m. on March 30, 2016, Tel Phil shall pay to the District \$4,905.26, which amount is equal to a one-thirtieth (1/30<sup>th</sup>) pro rata share of Tel Phil's monthly rental payment under the Agreement, for each day starting on March 31, 2016 and continuing until Tel Phil has removed all personal property owned or operated by Tel Phil from the Premises ("Pro Rata Rent Payment"). The Pro Rata Payment must be in the form of a cashier's check and Tel Phil must pay the Pro Rata Rent Payment to the District within 30 days of the effective date of the Assignment.

6. Subject to the terms and conditions of this Consent, Ovations expressly assumes and agrees to be bound by and to perform and comply with each and every obligation of Tel Phil under the Agreement.

7. Notwithstanding this Consent and the Assignment, Tel Phil remains fully liable for any and all claims or causes of action, of every kind and nature whatsoever, in law and in equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, related to the Agreement or Tel Phil's performance under the Agreement, that predate the effective date of the Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

8. The officers of the 32<sup>nd</sup> District Agricultural Association are authorized and directed to take such action and to execute the such documents as may be deemed necessary or proper to carry out the purpose and intent of this Consent.

Dated: April \_\_, 2016

32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION

By: \_\_\_\_\_  
Gerardo Mouet  
Chairman of the Board of Directors

By: \_\_\_\_\_  
Kathy Kramer  
Chief  
Executive Officer

Dated: April \_\_, 2016

TEL PHIL ENTERPRISES, INC.

By: \_\_\_\_\_  
Name:  
Title:

Dated: April \_\_, 2016

OVATIONS FANFARE, L.P.

By: \_\_\_\_\_  
Name:  
Title:

## Amendment to Food Service Management Agreement

This Amendment to Food Service Management Agreement (this “**Amendment**”) is entered into as of March 24, 2016, by and between Ovation Fanfare, L.P., a Pennsylvania limited partnership (“**Concessionaire**”) and the 32<sup>nd</sup> District Agricultural Association, a California state institution (the “**District**”). District and Concessionaire are sometimes referred to collectively as the “Parties” or singularly as a “Party”.

### **RECITALS:**

Concessionaire and District are parties to that certain Food Service Management Agreement dated January 1, 2012 (the “**Agreement**”); and

The Parties now desire to extend and amend the Agreement as provided herein.

### **AMENDMENT:**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.
2. Section C(1) of the Agreement is deleted in its entirety and is hereby replaced with the following:

#### **“C. TERM OF AGREEMENT**

1. This agreement commences on the Contract Commencement Date and expires on August 1, 2024.”
3. The Parties agree to new Section D-1 of the Agreement, as set forth below:

#### **a. D-1 NEW CAPITAL INVESTMENT**

- i. Concessionaire shall make an additional capital investment of up to (but not to exceed) One Million Five Hundred Thousand Dollars (\$1,500,000) at the Facilities over the course of the Seventy-Nine (79) month period commencing on January 1, 2018. The additional capital investment will be for design services, leasehold improvements and/or capital equipment dedicated to the Food Services Facilities and the Foodservices to be performed by Concessionaire during such period. The actual amount invested by Concessionaire under this Section 3 is the “New Capital Investment”. District and Concessionaire shall mutually agree upon the specific equipment and improvements to be purchased or made with the New Capital Investment, and the location for such improvements or installation of such equipment.



- ii. Once identified, the specific equipment and other related tangible personal property to be purchased with the New Capital Investment will be described in detail in a writing to be signed by the Parties and updated by the Parties from time to time as necessary to reflect any additions, deletions, replacements, or substitutions thereof. Title to all equipment, improvements and other items purchased with the New Capital Investment, including all replacement and substitution items will vest in Concessionaire until payment of the Buyout Amount, more fully described in Section C below. District agrees to execute such documents as Concessionaire shall reasonably request evidencing Concessionaire's ownership interest in such improvements and equipment, including financing statements.
    - iii. The New Capital Investment shall be amortized on a straight line basis over a Seventy-Nine (79) month period (at the rate of 1/79 per month), commencing on January 1, 2018. Once the New Capital Investment is fully amortized, title to the equipment and improvements will become vested in the District, and Concessionaire agrees to execute all necessary documents to evidence same. In the event the Agreement is terminated for any reason by either Party, District shall within thirty (30) days of termination pay to Concessionaire the unamortized amount of the New Capital Investment ("the Buyout Amount"). In the event that District fails to pay Concessionaire the Buyout Amount under this Section, the Buyout Amount shall accrue interest at the legal rate. Upon payment of the Buyout Amount, title to the equipment and improvements will become vested in the District, and Concessionaire agrees to execute all necessary documents to evidence same. District covenants and agrees not to permit any third-party liens or encumbrances to attach to the leasehold improvements and equipment purchased with the New Capital Investment. The rights of the Parties set forth in this Section shall be in addition to any other rights of the Parties at law or in equity.
4. All references to the Agreement therein, or in any other document referencing the Agreement, shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.
5. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law.

IN WITNESS WHEREOF, each party hereto has caused this Food and Beverage Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION    OVATIONS FANFARE, L.P.**

By: \_\_\_\_\_

Name:

Its:

By: \_\_\_\_\_

Name:

Its:

By: \_\_\_\_\_

Name:

Its:

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered as of the \_\_\_\_\_ day of, 2016, by and between OVATIONS FANFARE, L.P., a Pennsylvania limited partnership ("Purchaser"), and TEL PHIL ENTERPRISES, INC., a California corporation ("Seller").

WHEREAS, effective August 1, 2014, the 32nd District Agricultural Association, a California state institution ("District") and Seller entered into a written Rental Agreement ("Rental Agreement") with a ten year term and one ten year option. Paragraph P of the Rental Agreement provides, among other things, that Seller shall not directly or indirectly sell, assign, license, transfer, mortgage, charge or otherwise encumber, or permit or suffer any other party to sell, assign, transfer, mortgage, charge or otherwise encumber, whether voluntary or by operation of law, all or any part of Seller's interest under the Rental Agreement without the prior written approval of the District;

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2016 (the "Purchase Agreement"), pursuant to which Purchaser has purchased certain assets of Seller related to Seller's Business, including its rights and obligations under the Rental Agreement;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign certain rights and agreements to Purchaser, and Purchaser has agreed to assume certain limited obligations of Seller, as set forth herein;

WHEREAS, this Assignment and Assumption Agreement is an agreement contemplated to be delivered by Purchaser and Seller pursuant to Section 2.9(a)(ii) of the Purchase Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth in the Purchase Agreement and this Agreement, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment and Assumption. On the terms and subject to the conditions set forth in the Purchase Agreement, at the Closing but effective as of the Effective Date: (i) Seller hereby sells, transfers, assigns, and delivers to Purchaser all of Seller's right, title, privileges and interest in and to all of the assets constituting the Purchased Assets, as set forth in Section 1.1 of the Purchase Agreement; (ii) Purchaser hereby purchases and accepts from Seller the sale, transfer, assignment and delivery of Seller's right, title, privileges and interest in and to all of the assets constituting the Purchased Assets; and further, (iii) Purchaser assumes, and from and after the Closing the Purchaser shall pay, discharge, and perform when due, all of the Assumed Liabilities, as set forth in Section 1.3 of the Purchase Agreement.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Seller and Purchaser and their respective successors and assigns.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement and may be used in lieu of the original signed Agreement for all purposes.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

**PURCHASER:**

OVATIONS FANFARE, L.P.

By: \_\_\_\_\_  
Name:  
Title:

**SELLER:**

TEL PHIL ENTERPRISES, INC.

By: \_\_\_\_\_  
Name:  
Title: