



The mission of OCFEC is...

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

NOTICE OF MEETING

32ND District Agricultural Association
OCFEC Board of Directors
Thursday, April 28, 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
Newton Pham, Member	

Secretary-Treasurer

Kathy Kramer CFE, CMP
Chief Executive Officer, OCFEC

32nd DAA Counsel

Deborah Fletcher
Office of the California Attorney General

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

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

AGENDA

1. CALL TO ORDER

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

2. THE MISSION OF OCFEC IS...

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

6. MATTERS OF PUBLIC COMMENT

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

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

7. MINUTES:

A. Board Meeting held 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-069-16BB; SA-071-16GE; SA-075-16PA; SA-084-16BB; SA-085-16GE; SA-086-16GE; SA-072-16IO; SA-073-16IO; SA-074-16YR; SA-076-16IO; SA-077-16YR; SA-079-16YR; SA-080-16YR; SA-081-16FT; SA-082-16FT; SA-083-16IO; SA-087-16FT; SA-090-16FT; SA-091-16FT

B. Amendments: SA-037-16GE (Amend #1); SA-021-14GE (Amend #1)

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-003-16; R-022-16; R-024-16; R-068-16; R-070-16; R-073-16; R-074-16; R-075-16; R-076-16; R-080-16; R-081-16; R-082-16; R-090-16; R-096-16; R-099-16; R-101-16; R-102-16; R-104-16; R-105-16

F. Active Joint Powers Authority Agreements: none

G. Correspondence

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

i. none.

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be 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 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)
- x. Ticketing Policy Review Task Force (Director Tkaczyk, Director Bagneris)

B. Initiative to Require Voter Approval on Certain Development Projects (City of Costa Mesa)

Information Item

C. Megan's Law Policy

Action Item

D. 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

10. CLOSED SESSION (Closed to the Public)

- A. Pending Litigation – The Board will meet in closed session to consult with legal counsel regarding the following pending litigation. [Gov. Code section 11126(e).]
- i. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)
 - ii. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, there is significant exposure to litigation against the 32nd District Agricultural Association. (Govt. Code, § 11126, subd. (e).)

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: MAY 26, 2016

13. ADJOURNMENT

Respectfully submitted,

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

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

Date of notice: 4:00 p.m. April 18, 2016



The following financial reports as of March 31, 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 \$2,081,422 are favorable to budget by \$219,663 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$195K.

The March 2016 year-to-date expenses exceed revenues by \$2,554,167, which is favorable to the budgeted net proceeds of (\$3,525,052) by \$970,886.

Total year-to-date expenses of \$4,635,589 are favorable to budget by \$751,222. 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 \$197K due primarily to unfilled positions. Professional Services expense is favorable to budget by \$61K 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.

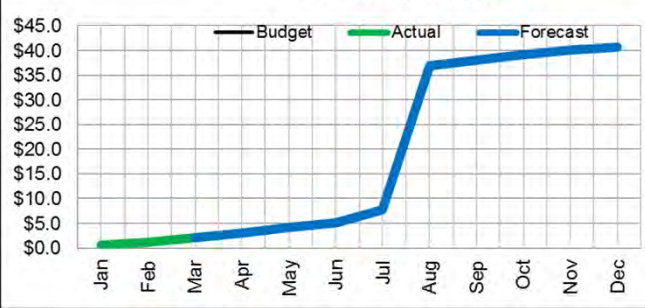
Statement of Cash Flows

As of March 31, 2016, OCFEC's cash on hand is \$31,893,837, a decrease of \$1,683,683 during 2016. Operating activities have resulted in a net cash outflow of \$118,989 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$1,564,694 to date.

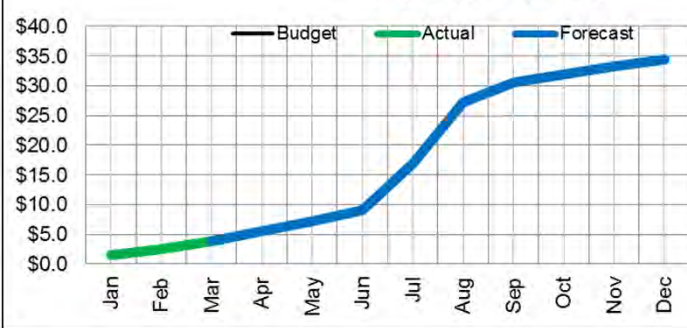
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results

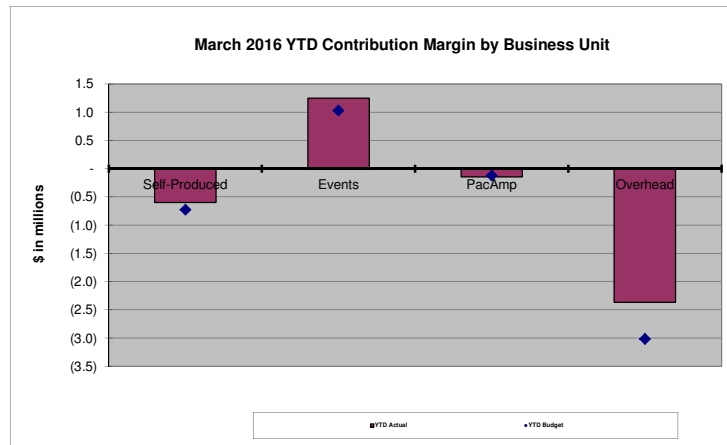
As of March 31, 2016

March 2016 YTD Revenue Performance



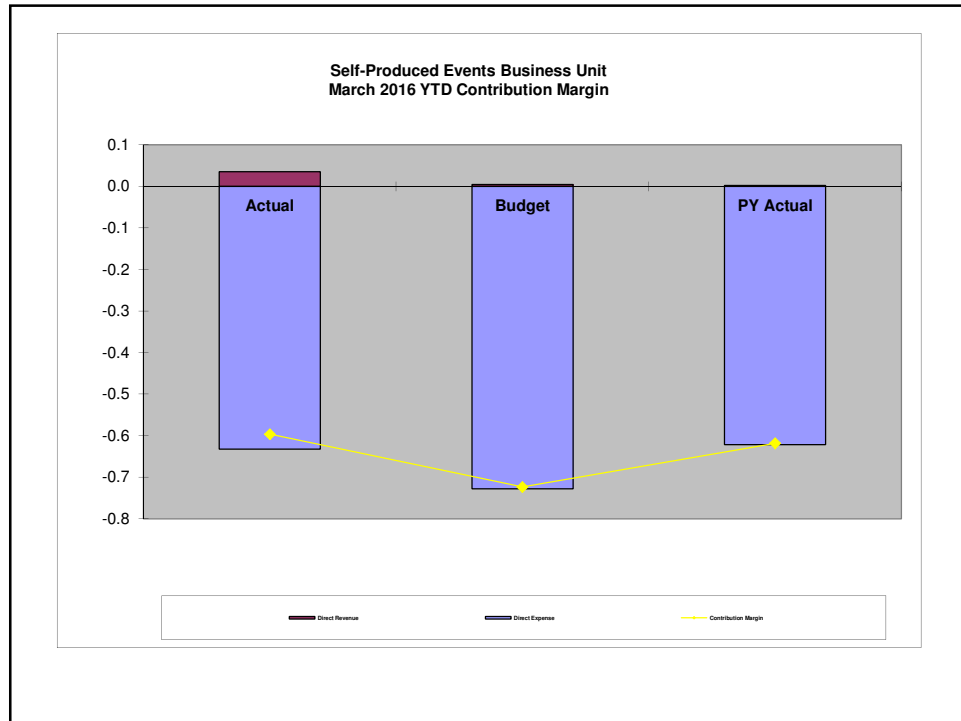
March 2016 YTD Operating Expense Performance





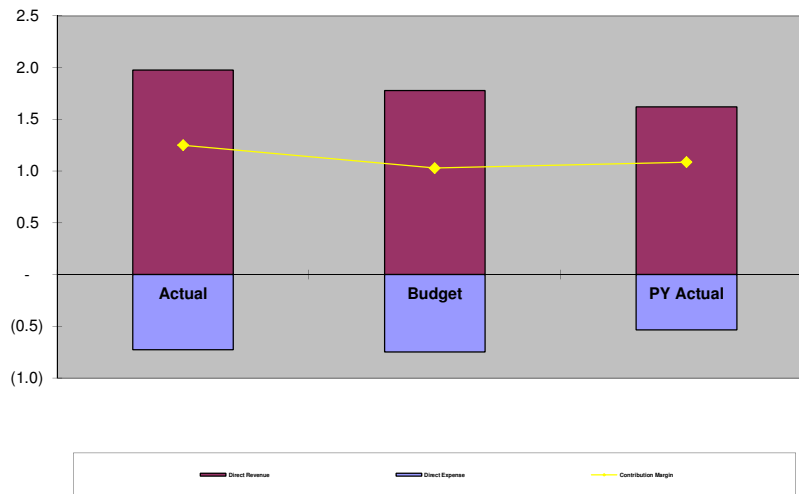
**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of March, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	(0.6)	(0.7)	(0.6)	10.6
Events Business Unit	1.3	1.0	1.1	4.7
Pacific Amphitheatre Business Unit	(0.1)	(0.1)	(0.1)	2.6
Total Business Unit Contribution Margin	0.5	0.2	0.3	17.9
Net Overhead Expense (Cash)	(2.4)	(3.0)	(1.9)	(12.5)
Net Cash Provided (Used) Subtotal	(1.9)	(2.8)	(1.6)	5.4
Major Projects	(0.1)	(0.7)	(0.0)	(0.7)
Capital Expenditures	(1.6)		(1.3)	
Balance Sheet Changes	1.7		2.2	
Net Increase (Decrease) in Cash	(1.8)	(3.5)	(0.7)	4.7



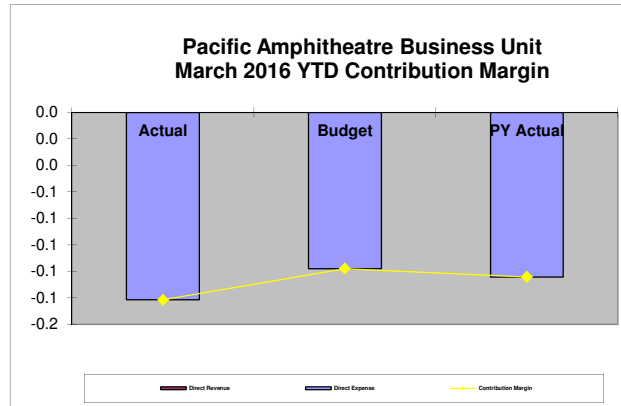
Self-Produced Events Business Unit Contribution Margin Statement Year to Date as of March, 2016				
	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$8.3
Concessions	0.0	0.0	0.0	6.6
Carnival	0.0	0.0	0.0	3.6
Sponsorships	0.0	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
Total Direct Revenue	0.0	0.0	0.0	24.9
Payroll/Related	0.5	0.6	0.4	5.2
Outside Services	0.1	0.1	0.1	2.2
Marketing/Related	0.0	0.0	0.0	1.6
Supplies/Equipment/Rentals	0.0	0.1	0.0	2.5
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.0	0.0	0.0	1.7
Total Direct Expense	0.6	0.7	0.6	14.4
Contribution to Overhead and CapEx	(\$0.6)	(\$0.7)	(\$0.6)	\$10.6

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



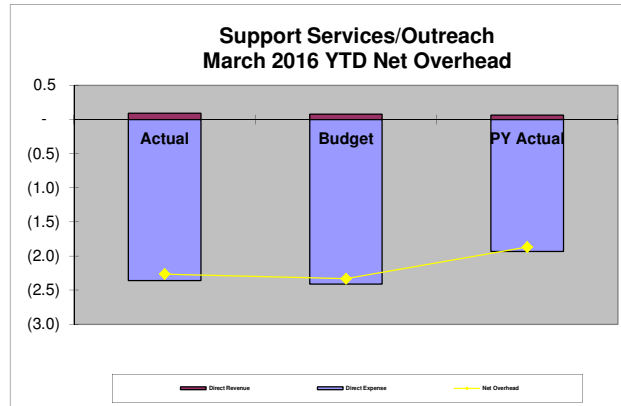
**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of March, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Rental of Facilities	\$0.9	\$0.8	\$0.8	\$3.3
Personnel Services	0.3	0.3	0.2	1.1
Concessions	0.2	0.2	0.2	0.9
Equipment Rentals	0.2	0.1	0.1	0.5
Admissions/Parking	0.4	0.4	0.3	1.9
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	2.0	1.8	1.6	7.8
Payroll/Related	0.5	0.5	0.4	2.2
Outside Services	0.1	0.1	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	0.7	0.7	0.5	3.1
Contribution to Overhead and CapEx	\$1.3	\$1.0	\$1.1	\$4.7



**Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of March, 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
Total Direct Revenue	0.0	0.0	0.0	7.7
Performers' Fees	0.0	0.0	0.0	3.4
Outside Services	0.0	0.1	0.1	0.5
Marketing/Related	0.1	0.0	0.1	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.6
Payroll/Related	0.0	0.0	0.0	0.2
Other Expense	0.0	0.0	0.0	0.2
Total Direct Expense	0.1	0.1	0.1	5.1
Contribution to Overhead and CapEx	(\$0.1)	(\$0.1)	(\$0.1)	\$2.5



**Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of March, 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	<u>\$0.0</u>	<u>\$0.0</u>	<u>\$0.0</u>	<u>\$0.1</u>
Total Revenue	\$0.1	\$0.1	\$0.1	\$0.3
Payroll/Related	\$1.5	\$1.6	\$1.3	\$7.2
Facility/Related	\$0.3	\$0.3	\$0.2	\$3.1
Supplies/Telephone/Postage	\$0.2	\$0.2	\$0.1	\$0.8
Outside Services	\$0.1	\$0.1	\$0.0	\$0.4
Insurance	\$0.2	\$0.1	\$0.2	\$0.3
Other Expense	<u>\$0.0</u>	<u>\$0.1</u>	<u>\$0.0</u>	<u>\$0.3</u>
Total Expense	\$2.4	\$2.4	\$1.9	\$12.1
Net Overhead	<u>(\$2.3)</u>	<u>(\$2.3)</u>	<u>(\$1.9)</u>	<u>(\$11.8)</u>
Major Projects	\$0.1	\$0.7	\$0.0	\$0.7
Non-Cash Expenses:				
Depreciation Expense	<u>\$0.7</u>	<u>\$0.7</u>	<u>\$0.6</u>	<u>\$2.8</u>
Total Non-Cash Expense	<u>\$0.7</u>	<u>\$0.7</u>	<u>\$0.6</u>	<u>\$2.8</u>

**32 nd District Agricultural Association
OC Fair & Event Center
Costa Mesa, CA**

Statement of Financial Condition (Unaudited)
As of March 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
Cash & Cash Equivalent	\$ 31,893,837	\$ 28,139,174
Accounts Receivable, Net	1,264,669	1,115,543
Notes Receivable	215,986	-
Prepaid Expenses	506,283	422,941
Capital Projects in Process	1,836,822	13,523,645
Land	133,553	133,553
Building and Improvements, Net	45,931,799	32,414,145
Equipment, Net	364,428	412,075
TOTAL ASSETS	<u>\$ 82,147,377</u>	<u>\$ 76,161,076</u>
LIABILITIES AND NET RESOURCES		
Liabilities		
Accounts Payable	\$ 306,120	\$ 301,082
Deferred Revenue	3,700,775	3,457,374
Payroll Liabilities	342,965	300,185
Deposits	34,866	33,525
Other Liabilities	436,675	-
Compensated Absences Liability	935,843	962,269
Total Liabilities	<u>5,757,244</u>	<u>5,054,435</u>
Net Resources		
Investment in Capital Assets	48,266,603	46,483,418
Designated Use	859,341	809,341
Restricted Capital	112,500	-
Available for Operations	27,137,768	23,792,901
Auction Fund	13,921	20,981
Total Net Resources	<u>76,390,133</u>	<u>71,106,641</u>
TOTAL LIABILITIES AND NET RESOURCES	<u>\$ 82,147,377</u>	<u>\$ 76,161,076</u>

**32 nd District Agricultural Association
OC Fair & Event Center
Costa Mesa, CA**

Statements of Operation / Changes in Accountability (Unaudited)
For the Three Months Ended March 31, 2016 and 2015

	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	2016 Full Budget
Revenues								
Admissions	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 10,119,050
Commercial Space Rental	-	-	-	N/A	-	-	N/A	1,496,100
Carnival and Concessions	-	-	-	N/A	-	-	N/A	10,709,272
Exhibits	3,426	1,500	1,926	128.4%	4,338	(912)	-21.0%	116,685
Attractions	-	300	(300)	-100.0%	-	-	N/A	4,972,265
Miscellaneous	8,337	4,100	4,237	103.3%	100	8,237	8237.0%	5,153,854
Facility Rental	900,411	798,117	102,294	12.8%	770,908	129,503	16.8%	3,296,876
Other Event	1,072,240	979,832	92,408	9.4%	848,543	223,697	26.4%	4,638,970
Equestrian	19,965	28,900	(8,935)	-30.9%	28,799	(8,834)	-30.7%	106,600
Other Operating	39,969	16,085	23,884	148.5%	16,976	22,993	135.4%	57,045
Interest	37,074	21,675	15,399	71.0%	18,689	18,385	98.4%	86,700
Grants	-	11,250	(11,250)	-100.0%	-	-	N/A	45,000
Total Revenue	2,081,422	1,861,759	219,663	11.8%	1,688,353	393,069	23.3%	40,798,417
Expenses								
Payroll	2,476,864	2,674,706	197,842	7.4%	2,153,578	(323,286)	-15.0%	14,780,872
Professional Services	268,007	329,083	61,076	18.6%	253,369	(14,638)	-5.8%	3,337,897
Directors	1,858	3,875	2,017	52.1%	1,275	(583)	-45.7%	15,500
Insurance	208,218	77,600	(130,618)	-168.3%	215,464	7,246	3.4%	312,390
Telephone & Postage	42,676	36,139	(6,537)	-18.1%	27,993	(14,683)	-52.5%	168,109
Supplies and Equipment	233,361	286,829	53,468	18.6%	140,023	(93,338)	-66.7%	3,868,536
Facilities	412,635	447,404	34,769	7.8%	286,057	(126,578)	-44.2%	4,643,356
Publicity	152,539	105,464	(47,075)	-44.6%	99,357	(53,182)	-53.5%	2,100,165
Attractions	-	-	-	N/A	-	-	N/A	4,548,679
Other Self-Produced Events	-	-	-	N/A	186	186	N/A	250,172
Premium	146	1,251	1,105	88.3%	523	377	72.1%	117,004
Other Operating	36,423	40,434	4,011	9.9%	33,699	(2,724)	-8.1%	548,903
Depreciation	703,026	703,026	-	0.0%	597,283	(105,743)	-17.7%	2,812,104
Major Projects	99,836	681,000	581,164	85.3%	40,046	(59,790)	-149.3%	681,000
Total Expenses	4,635,589	5,386,811	751,222	13.9%	3,848,853	(786,736)	-20.4%	38,184,687
Net Change - Income (Loss)	\$ (2,554,167)	\$ (3,525,052)			\$ (2,160,500)			\$ 2,613,730
RESOURCES								
Net Change - Income (Loss)	\$ (2,554,167)				\$ (2,160,500)			
Resources Available - January 1	29,691,934				25,953,401			
Resources Available - March 31	<u>27,137,767</u>				<u>23,792,901</u>			

**32 nd District Agricultural Association
OC Fair & Event Center
Costa Mesa, CA**

Statement of Cash Flows (Unaudited)
For the Three Months Ended March 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Excess of Expenses Over Revenue	\$ (2,554,166)	\$ (2,160,502)
Adjustment to Reconcile Excess of Expenses Over Revenue to Net Cash Provided by Operating Activities:		
Non-Cash Charges to Net Income		
Depreciation	703,026	597,283
(Increase) Decrease in Current Assets		
Accounts Receivable	(983,907)	(517,263)
Notes Receivable	37,172	-
Increase (Decrease) in Current Liabilities		
Accounts Payable	(327,569)	(112,741)
Deferred Revenue	(486,700)	(404,142)
Other Liabilities	3,493,155	3,206,261
Total Adjustments	<u>2,435,177</u>	<u>2,769,398</u>
Net Cash Provided (Used) by Operating Activities	<u>(118,989)</u>	<u>608,896</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
(Increase) Decrease in Building & Improvements	5,251	-
(Increase) Decrease in Capital Projects in Progress	<u>(1,569,945)</u>	<u>(1,289,053)</u>
Net Cash Provided (Used) by Investing Activities	<u>(1,564,694)</u>	<u>(1,289,053)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Cash Provided (Used) by Financing Activities	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	(1,683,683)	(680,157)
Cash & Cash Equivalent - Beginning of Year	<u>33,577,520</u>	<u>28,819,331</u>
Cash & Cash Equivalent - End of Period	<u>\$ 31,893,837</u>	<u>\$ 28,139,174</u>

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

	2016	2016	2016	Cumulative
Description	Budget	Spent	Budget Remaining	Project Expenditure
Buildings and Improvements				
AG Memorial	75,000	0	75,000	95,860
Arena: RR Trailer Remodel	0	7,325	(7,325)	21,379
ASA: Re-Roof & Structure Repair	210,000	397,908	(187,908)	407,276
Century Barn Replacement	180,000	5,943	174,057	5,943
Gate 2: Drive Lane Asphalt	150,000	0	150,000	0
Lot B: Slurry & Stripe	350,000	0	350,000	0
Lot C: Slurry & Stripe	100,000	0	100,000	0
Lot D: Seal & Stripe	100,000	0	100,000	0
Pac Amp: Fall Protection System	0	1,265	(1,265)	8,926
Pac Amp: Seat Replacement	1,200,000	891,079	308,921	949,635
Heroes Hall	3,120,000	207,301	2,912,699	249,292
Parking: Signage	80,000	0	80,000	0
Bldg 10: Roof	300,000	0	300,000	0
Bldg 10: HVAC	307,000	0	307,000	0
Bldg 12: Gutter Installation	20,000	0	20,000	0
Bldg 14: Roof	50,000	0	50,000	0
Cent Farm: Pipe Corral	80,000	0	80,000	0
Event Ops: Paneling	13,000	0	13,000	0
Gate 10: Asphalt Repair	40,000	0	40,000	0
Grnds: Asphalt Repairs	200,000	0	200,000	0
Landscape Layout Redesign	75,000	1,372	73,628	1,372
Livestock Judging Arena Project	70,000	0	70,000	0
Pac Amp: RR Doors Roll Up	20,000	0	20,000	0
Parking Lot: LED Conversion	140,000	34,245	105,755	34,245
Pit Stop Grill: Electrical Upgrade	20,000	0	20,000	0
Plaza Pacifica: Turf	65,000	4,094	60,906	4,094
Plaza Pacifica: Asphalt Festival Area	30,000	0	30,000	0
Plaza Pacific: Soffit Lobby Doors	15,000	0	15,000	0
Plaza Pacifica: Asphalt Lower Level	170,000	0	170,000	0
Promenade: Light Tower Power	9,000	0	9,000	0
Ranch/Lvstck: Asphalt Repair	65,000	0	65,000	0
Ranch: Asphalt Dirt Road	25,000	0	25,000	0
Plaza Pacifica: Shot-Crete Wall Skim Coat	25,000	0	25,000	0
Landscape: Planter Bed	15,000	0	15,000	0
Pac Amp: Slurry	18,000	0	18,000	0
Total Buildings and Improvements	7,337,000	1,550,532	5,786,468	1,778,023
Carnival Improvements				
Family Fairway: Artificial Turf	100,000	0	100,000	0
Light Tower	0	(4,005)	4,005	0
Lot G: Asphalt Repair/Replace/Slurry/Stripe	250,000	0	250,000	26,620
Carnival: Asphalt Repair / Seal	170,000	0	170,000	0
Total Carnival Improvements	520,000	(4,005)	524,005	26,620
Equipment				
Portable Generator - Emergency Backup	120,000	0	120,000	0
Admin: Generator	250,000	0	250,000	0
Adobe Creative Cloud	20,000	18,168	1,832	18,168
Event Ops: Carts (3)	15,000	0	15,000	0
Exhibit Equipment	60,000	0	60,000	0
Maint: Forklift	90,000	0	90,000	0
Maint: Scissor Lift	40,000	0	40,000	0
Gate Ops: Magnetometers	80,000	0	80,000	0
Parking: Portable Light Tower	8,500	0	8,500	0
Portable Electric Panels (6)	30,000	0	30,000	0
Traffic Rated Lids	38,000	0	38,000	0
Total Equipment	751,500	18,168	733,332	18,168
Total Capital Expenditures	8,608,500	1,564,694	7,043,806	1,822,811
Major Projects				
ASA: Painting	180,000	79,287	100,713	79,287
Chair Dolly Carts (4)	6,000	0	6,000	0
Computers (7)	21,000	20,549	451	20,549
Fence: Paint Perimeter Green	24,000	0	24,000	0
Maint: Dumpsters (10) 2 1/2 Yard	32,000	0	32,000	0
Master Plan	200,000	0	200,000	0
Pac Amp: Paint Sound Walls Blue	75,000	0	75,000	0
Picnic Tables (25)	15,000	0	15,000	0
Recycle Cans	20,000	0	20,000	0
Steel Foot Bridges	7,000	0	7,000	0
Spectra: Kitchen Canopy	75,000	0	75,000	0
Umbrellas (125)	26,000	0	26,000	0
	681,000	99,836	581,164	99,836
Total Capital Expenditures & Major Projects	9,289,500	1,664,531	7,624,969	1,922,647

OC Fair & Event Center
Accounts Payable Checks Summary
March 2016

Check No.	Date	Vendor Name	Amount
78772	03/03/16	American Express	652.00
78773	03/03/16	AT&T	4,005.68
78774	03/03/16	Bill Young Productions, Inc.	450.00
78775	03/03/16	Center for Transportation Safety LLC	1,064.00
78776	03/03/16	CHCO Foundation	300.00
78777	03/03/16	CCS Orange County Janitorial, Inc.	5,216.94
78778	03/03/16	The Expo Pros	1,080.50
78779	03/03/16	Girl Scouts of Orange County	250.00
78780	03/03/16	IRS - ACS Support - Stop 813G	81.67
78781	03/03/16	Japan Karate Federation, Inc	211.00
78782	03/03/16	Jerry Eldridge	26.46
78783	03/03/16	Jose Flores	57.46
78784	03/03/16	KLOS Radio, Inc.	2,890.00
78785	03/03/16	KOST-FM	5,100.00
78786	03/03/16	Lisa Sexton	6,996.75
78787	03/03/16	Marie Torres	145.69
78788	03/03/16	Modular Space Corporation / Modspace	5,174.99
78789	03/03/16	Nikolas Kieler	125.00
78790	03/03/16	Pacific Coast Sport Fishing	2,064.50
78791	03/03/16	Coulter Associates LLC	6,000.00
78792	03/03/16	Reidman Dairy Services	242.00
78793	03/03/16	Ricoh Americas Corporation	6,468.53
78794	03/03/16	Southern California Edison	45,012.91
78795	03/03/16	State Disbursement Unit	17.41
78796	03/03/16	The Gas Company	107.00
78797	03/03/16	ThyssenKrupp Elevator Corporation	726.96
78798	03/08/16	A&P Development & Construction, Inc.	121,217.40
78799	03/09/16	Association of State CA Supervisors	108.00
78800	03/09/16	American Express	2,349.15
78801	03/09/16	American Express	6,936.95
78802	03/09/16	Aquatic Service, Inc.	415.00
78803	03/09/16	AT&T	31.90
78804	03/09/16	AT&T	231.60
78805	03/09/16	California Technology Agency	646.00
78806	03/09/16	California Fair Services Authority	310.00
78807	03/09/16	California Fair Services Authority	60.00
78808	03/09/16	CCS Orange County Janitorial, Inc.	8,818.40
78809	03/09/16	CR&R Inc.	1,370.00
78810	03/09/16	Department of General Services	1,254.18
78811	03/09/16	Department of Human Resources Cal HR	5,500.00
78812	03/09/16	Gem Faire, Inc.	368.00
78813	03/09/16	Haitbrink Asphalt Paving, Inc.	4,860.00
78814	03/09/16	IUOE, Craft/Maint. Division	1,375.00
78815	03/09/16	Jerry Liu & Associates	1,462.50
78816	03/09/16	Joel Sanders	35.00

OC Fair & Event Center
Accounts Payable Checks Summary
March 2016

Check No.	Date	Vendor Name	Amount
78817	03/09/16	KCBS-FM	5,074.50
78818	03/09/16	Ken Karns	27.64
78819	03/09/16	KLOS Radio, Inc.	2,932.50
78820	03/09/16	KRTH 101FM	5,100.00
78821	03/09/16	KSWD	2,125.00
78822	03/09/16	Marketwire, Inc.	1,249.75
78823	03/09/16	Modular Space Corporation / Modspace	564.66
78824	03/09/16	Nick Buffa	70.85
78825	03/09/16	Platinum Resource Group	1,018.75
78826	03/09/16	Pre-Fab Builders, Inc.	3,000.00
78827	03/09/16	Red Wing Hatchery	98.15
78828	03/09/16	Resin Music, LLC	1,000.00
78829	03/09/16	The Gas Company	2,823.48
78830	03/15/16	S & S Kettle Corn	415.00
78831	03/17/16	AT&T	1,607.32
78832	03/17/16	Barbara Gregerson	43.14
78833	03/17/16	Bill Young Productions, Inc.	585.00
78834	03/17/16	California Fairs Financing Authority	32,612.11
78835	03/17/16	California Fair Services Authority	1,655.00
78836	03/17/16	CCS Orange County Janitorial, Inc.	1,795.80
78837	03/17/16	Moor+South/Pier Mngmt Co., LP (Tandem)	4,571.78
78838	03/17/16	Department of Forestry & Fire Protection	474.78
78839	03/17/16	Event Production Solutions, LLC	4,541.25
78840	03/17/16	Franchise Tax Board	344.30
78841	03/17/16	Haitbrink Asphalt Paving, Inc.	4,750.00
78842	03/17/16	John Jencks	215.00
78843	03/17/16	Kaiser Permanente	41,690.94
78844	03/17/16	Medical and Safety Management, Inc.	924.00
78845	03/17/16	Megan Riel	24.00
78846	03/17/16	Painting & Decor, Inc.	61,484.00
78847	03/17/16	Pasco Doors	465.70
78848	03/17/16	CA Public Employees Retirement System	46,175.25
78849	03/17/16	Pinnacle Petroleum, Inc.	911.31
78850	03/17/16	Platinum Resource Group	800.00
78851	03/17/16	Riteway Auto Paint & Bodyworks	3,637.24
78852	03/17/16	SEIU Local 1000 CA State Employees Asso.	1,803.18
78853	03/17/16	Quijote Corporation dba Sensis	18,402.50
78854	03/17/16	Southern California Edison	5,085.62
78855	03/17/16	Spectra	150.00
78856	03/17/16	State Disbursement Unit	354.22
78857	03/17/16	Verizon Wireless	1,855.03
78858	03/24/16	American Seating Company	226,075.19
78859	03/24/16	A&P Development & Construction, Inc.	239,841.90
78860	03/24/16	AT&T	76.12
78861	03/24/16	AT&T	475.11

OC Fair & Event Center
Accounts Payable Checks Summary
March 2016

Check No.	Date	Vendor Name	Amount
78862	03/24/16	B & L Productions	295.83
78863	03/24/16	Boyd & Associates, Inc.	588.00
78864	03/24/16	Burrelles Luce	171.20
78865	03/24/16	California Fair Services Authority	754.53
78866	03/24/16	California Fair Services Authority	13,764.19
78867	03/24/16	CCS Orange County Janitorial, Inc.	2,907.70
78868	03/24/16	CR&R Inc.	7,121.67
78869	03/24/16	Tsutsumida Pictures	216.00
78870	03/24/16	DeltaCare USA	652.51
78871	03/24/16	Delta Dental Plan Of California	4,561.62
78872	03/24/16	Department of General Services	3,230.00
78873	03/24/16	Event Production Solutions, LLC	2,550.01
78874	03/24/16	Evy Young	21.00
78875	03/24/16	Irene Long	874.00
78876	03/24/16	JamBase, Inc.	1,500.00
78877	03/24/16	Jose Martinez Tree Service, Inc.	1,850.00
78878	03/24/16	Kennah Construction, Inc.	4,500.00
78879	03/24/16	Ken Karns	20.50
78880	03/24/16	KOLA	1,236.75
78881	03/24/16	KROQ - FM	2,983.50
78882	03/24/16	KSWD	2,125.00
78883	03/24/16	Lisa Sexton	6,996.75
78884	03/24/16	Lopez Works, Inc.	18,747.50
78885	03/24/16	Medical and Safety Management, Inc.	2,100.00
78886	03/24/16	Mesa Water District	10,975.44
78887	03/24/16	M GymKana	130.00
78888	03/24/16	Gravity Technologies Inc.	646.00
78889	03/24/16	Pacific Clippings	59.00
78890	03/24/16	Pinnacle Landscape Company	4,657.57
78891	03/24/16	Platinum Resource Group	500.00
78892	03/24/16	Red Wing Hatchery	98.15
78893	03/24/16	Roy Englebrecht Promotions	274.98
78894	03/24/16	Safeguard Health Plans	37.62
78895	03/24/16	Sectran Security, Inc.	80.00
78896	03/24/16	SHI International Corp.	18,167.92
78897	03/24/16	Spectra	364.66
78898	03/24/16	Synergy Global Entertainment, Inc	11,501.05
78899	03/24/16	Trademark Hoist, Inc.	1,536.78
78900	03/24/16	Tracy's Mobile Repair	291.22
78901	03/30/16	CWF, Inc. dba A1 Event & Party Rental	6,260.00
78902	03/30/16	Alyssa Tyner	44.06
78903	03/30/16	American Express	1,719.91
78904	03/30/16	AT&T	4,270.21
78905	03/30/16	AVAI Mobile Solutions, LLC	3,000.00
78906	03/30/16	Centennial Farm Foundation	204.57

OC Fair & Event Center Accounts Payable Checks Summary March 2016			
Check No.	Date	Vendor Name	Amount
78907	03/30/16	California Fairs Financing Authority	696.00
78908	03/30/16	California Fair Services Authority	110.00
78909	03/30/16	CCS Orange County Janitorial, Inc.	6,372.90
78910	03/30/16	Costa Mesa Sanitary District	7,688.47
78911	03/30/16	Moor+South/Pier Mngmt Co., LP (Tandem)	12,031.50
78912	03/30/16	The Dave Linden Group	920.00
78913	03/30/16	Evy Young	45.96
78914	03/30/16	Family A Fair	50.00
78915	03/30/16	Franchise Tax Board	356.39
78916	03/30/16	Hahn & Bowersock, Inc.	481.25
78917	03/30/16	JamBase, Inc.	1,500.00
78918	03/30/16	Mariscos J.L.Q. Concessions	50.00
78919	03/30/16	Johanna C. Svensson	160.36
78920	03/30/16	Kathy Kramer	29.10
78921	03/30/16	KCBS-FM	2,550.00
78922	03/30/16	Ken Karns	35.00
78923	03/30/16	KLOS Radio, Inc.	2,932.50
78924	03/30/16	KROQ - FM	5,015.00
78925	03/30/16	Marianne Parker	320.00
78926	03/30/16	Medical and Safety Management, Inc.	2,536.13
78927	03/30/16	Orange County Treasurer-Tax Collector	10,904.75
78928	03/30/16	Orange County Sanitation District	35,215.81
78929	03/30/16	Pacific Carpet and Tile Cleaning	1,962.20
78930	03/30/16	CA Public Employees Retirement System	3,048.71
78931	03/30/16	Pitney Bowes Inc.	576.73
78932	03/30/16	Platinum Resource Group	1,037.50
78933	03/30/16	Resin Music, LLC	500.00
78934	03/30/16	Ricoh Americas Corporation	32.15
78935	03/30/16	Southern California Edison	7,416.28
78936	03/30/16	Sound Media Fusion, LLC	8,690.00
78937	03/30/16	Spinitar aka Presentation Products	3,439.84
78938	03/30/16	State Disbursement Unit	331.00
78939	03/30/16	Tour Design Creative Services	470.00
78940	03/30/16	Universal Protection Security System, LP	2,693.57
78941	03/30/16	West Coast Emergency Medical Services	594.50
78942	03/30/16	B & L Productions	929.00
78943	03/30/16	U.S. Department of Homeland Security	325.00
78944	03/30/16	U.S. Department of Homeland Security	500.00
78945	03/30/16	U.S. Department of Homeland Security	1,500.00
78946	03/30/16	Fragomen, Del Rey, Bernsen & Loewy, LLP	2,525.00
Total March 2016 AP Checks			1,251,903.60

OC Fair & Event Center Electronic Payments Summary March 2016			
Reference No.	Date	Vendor Name	Amount
ES3765422791	03/03/16	PayPal	59.95
Eec7479b889	03/24/16	US Bank	108,009.20
E14551705	03/28/16	CA Public Employees Retirement System	137,728.78
E49354582	03/29/16	Pitney Bowes Inc.	3,000.00
ACH Banking Fees / Credit Card Fees / Payroll Tax Transactions			
American Express Credit Card Fees			374.82
Authorize.Net Fees			63.70
Banking Analysis Fee			625.97
Gateway Services Fees			10.00
Global Pay Fees			526.22
Merchant Service Bankcard Fees			1,800.62
Paymentech Ticketmaster Fees			3,133.39
Payroll Taxes			127,172.37
Total March 2016 Electronic Payments			382,505.02

OC Fair & Event Center Junior Livestock Auction Checks Summary March 2016			
Check No.	Date	Vendor Name	Amount
11787	03/28/16	Julia Ammermon (Re-issue 2015 Pymt)	732.25
Total March 2016 Junior Livestock Auction Checks			732.25



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

Costa Mesa Speedway Events, Gem Faire and Scottish Fest USA Return to OC Fair & Event Center in May

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

May 2016 at the OC Fair & Event Center

Apr 29-1 [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, info [at] [ocmarathon](http://ocmarathon.com) [dot] com, (949) 222-0456

6-8

[Gem Faire](#)

Featuring the finest in gems, beads, fine jewelry, costume jewelry, minerals, crystals, lapidary equipment, imports and much more from around the world.

Hours: Friday Noon-6 p.m. (Special wholesale preview 10 a.m.-Noon), Saturday 10 a.m.-6 p.m., Sunday 10 a.m.-5 p.m.

Admission: General \$7 weekend pass (*Children 12 & younger are free*)

Information: gemfaire.com, info [at] [gemfaire](http://gemfaire.com) [dot] com, (503) 252-8300

7

[48th Annual Costa Mesa Speedway – Spring Classic](#) ★

The most exciting, colorful and unpredictable live action racing event in the nation. Costa Mesa Speedway has put fans right on top of all the action from the comfort of Arena style grandstand seating since 1969. Suitable for the whole family.

Hours: Saturday 6-10 p.m.

Admission: General \$20, Senior (65+) \$15, Junior (13-17) \$15, Child (3-12) \$10, Military with ID \$15 (*Children 2 & young are free*)

Information: CostaMesaSpeedway.net, cmspeedway [at] sbcglobal.net, (949) 492-9933

-
- 13-15 OC Night Market ★**
This three-night event based on the famous night bazaars of Asia will feature hundreds of food, retail and an art walk and live music performances.
Hours: Friday-Saturday 4 p.m.-Midnight, Sunday 4-10 p.m.
Admission: \$5 (Children 6 & younger are free)
Information: ocnightmarket.com, info [at] 626nightmarket.com
- 14 [The Red Barn - A Farm to Fork Experience at Centennial Farm](#)**
A new, exclusive, sit-down dining series hosted by the OC Fair & Event Center in the Millennium Barn. Each event will feature a menu created by local chefs using locally sourced food that are paired with wines selected by the Orange County Wine Society. May 14 features menu by Chef Cathy Pavlos of Lucca and Provenance.
Hours: Saturday 6:30-9 p.m.
Admission: \$150 (includes meal, alcoholic beverages, parking, tax and gratuity)
Information: ocfair.com/theredbarn, ocinfo@ocfair.com, (714) 708-1501
- 14-15 [FITCON OC](#) ★**
Two-day fitness expo featuring demonstrations on workouts and cooking, celebrity meet-and-greets, dance team performances, training activities for adults and children, fashion show, contests and the FITCON OC Games plus other live competitions.
Hours: Saturday 10 a.m.- 6 p.m., Sunday 10 a.m.-5 p.m.
Admission: \$25 (Children 3 & younger are free)
Information: fitcon.us, info [at] fitcon.us
- 21 [48th Annual Costa Mesa Speedway - American Motorcyclist Association \(AMA\) National Championship](#) ★**
The most exciting, colorful and unpredictable live action racing event in the nation. Costa Mesa Speedway has put fans right on top of all the action from the comfort of Arena style grandstand seating since 1969. Suitable for the whole family.
Hours: Saturday 6-10 p.m.
Admission: General \$20, Senior (65+) \$15, Junior (13-17) \$15, Child (3-12) \$10, Military with ID \$15 (Children 2 & young are free)
Information: CostaMesaSpeedway.net, [cmspeedway \[at\] sbcglobal \[dot\] net](mailto:cmspeedway@sbcglobal.net), (949) 492-9933
- 21-22 B.R.A.K.E.S. Teen Driving School ★**
Free, defensive driving program for teenagers (15-19) who have a learner's permit or driver's license and have at least 30 hours of driving experience.
Hours: Saturday-Sunday 8 a.m.- 5 p.m.
Admission: Free with Registration
Information: putonthebrakes.org
- 22 [Quinceanera Magazine Expo Orange County](#) ★**
One-day expo featuring vendors and party planning ideas for the perfect Quinceanera or Sweet 16 party.
Hours: Sunday Noon-5 p.m.
Admission: \$7 (Children 12 & younger are free)
Information: quinceaneramagazine.com, [quinceaneramagazinela \[at\] gmail.com](mailto:quinceaneramagazinela@gmail.com), (714) 916-0134

28-29

Scottish Fest USA ★

This 84th annual event features hundreds of bagpipers and drummers, Scottish and Irish food and vendors, Scottish clans, Highland dancing, Scottish athletes and the 3DMAW Marine Corps Band.

Hours: Saturday & Sunday 9 a.m.-6 p.m.

Admission: General \$18, Senior (65+) \$16, Child (4-13) \$3, Military with ID Free
(Children 3 & younger are free)

Information: scottishfest.com, [scottishfest \[at\] gmail \[dot\] com](mailto:scottishfest@gmail.com)

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

May 2016 Weekly Events

Centennial Farm ★

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

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

Closed May 1 & 31

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

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

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

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

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

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

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

Farmers Market ★

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

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

Admission and Parking: Free

Information: Orange County Farm Bureau, 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: ocmarketplace.com, (949) 723-6660

Mark Your Calendar: June-August 2016 Events

Jun. 3	Fight Club OC – Special Edition
Jun. 4	48th Annual Costa Mesa Speedway – Harley Night #1 ★
Jun. 4	Relay for Life
Jun. 4-5	Crossroads of the West Gun Show

Jun. 9	Fight Club OC
Jun. 11	48th Annual Costa Mesa Speedway – 450x Night ★
Jun. 11-12	Pin Cancer Western Nationals
Jun. 12	BrideWorld Expo
Jun. 12	The Classic – VW Car Show ★
Jun. 15-17	So Cal Pentecostal Church Camp ★
Jun. 17-19	OC Night Market ★
Jul. 15-Aug. 14	<u>2016 OC Fair</u> – “Get Your Fair Face On” ★
Aug. 20	48th Annual Costa Mesa Speedway – Harley Night #2 ★
Aug. 20-21	Crossroads of the West Gun Show
Aug. 25	Fight Club OC
Aug. 26-28	Gem Faire
Aug. 26-28	OC Night Market ★
Aug. 27-28	SoCal World Guitar Show

For additional information on any show, please contact the promoter listed in the event’s information. General parking for most events is \$8. Scheduled events are subject to change without notice. Visit ocfair.com for event updates.

The OC Fair & Event Center is located off the 405 and 55 freeways at 88 Fair Drive in Costa Mesa. For more information, please visit ocfair.com, become a fan on [Facebook.com/OCFair](https://www.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 MARCH 24, 2016**

1. CALL TO ORDER:

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

2. MISSION STATEMENT

3. PLEDGE OF ALLEGIANCE:

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

4. DIRECTORS PRESENT:

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

DIRECTORS ABSENT/EXCUSED:

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Michelle 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; Kyle Woosley, President & CEO of Costa Mesa Chamber; Leslie Daigle; Jay Humphrey

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, discussed the budget and the cash on hand; revenues are being driven primarily by the year-round events. Cash on hand continues to remain strong; checking account is over a million and investments over three million.

Kramer shared her experience at Ag Day in Sacramento. Evy Young, Ag Program Supervisor, and Kramer attended the celebration on the lawn of the State Capitol. This annual event brings together thousands of people from all areas of agriculture, state agencies, and legislators to celebrate California agriculture. They also met the Executive Director of the California Foundation for Ag in the Classroom. They also had a brief meeting with Karen Ross, Secretary of Food and Agriculture, and shared some educational programs and ideas for future educational initiatives.

Kramer thanked the staff for a fantastic groundbreaking ceremony for Heroes Hall which took place on March 16. Construction on the Heroes Hall project is in full swing with April 22 being tentatively scheduled for moving the building to its new location.

Kramer discussed Gonsalves & Sons efforts to repeal the fair sale language. AB1907 is scheduled to be heard in the Assembly Agriculture Committee on March 30. Gonsalves will be attending the committee hearing on March 30 to testify on the district's behalf. Also on April 19 Kramer and board leadership will be meeting with Department of General services to discuss construction management options.

Michele Richards, OC FEC VP of Business Development, discussed highlights of the ground breaking of Heroes Hall and future events for March and April.

Richards shared information about the upcoming Imaginology event. This will be the 3rd annual event, and also discussed the attendance of Imaginology. This year is expected to be another banner year for student participation in Imaginology.

Kramer thanked Richards for the upcoming events information. Kramer then announced and highlighted some great events to the public and board. She also announced that Musink was reported in full sound compliance. Sound consulting firm, Sound Media Fusion was on site during all performance times and they monitored the event for mandated compliance with sound ordinances.

Ken Karns, OC FEC VP of Operations also confirmed, as recorded by Sound Media Fusion, the event was in compliance with sound ordinances, noting that members of senior management were also on site throughout the weekend.

Kramer stated that OC FEC did not receive any complaints from neighbors, and in conversation with the Costa Mesa City Hall staff, they also did not receive any neighbor-related noise complaints regarding Musink.

Kramer discussed Night Nation Run that took place on April 2. She stated a member of the public and neighbor recently provided communications to her and the Board of Directors regarding the concern that the upcoming Night Nation Run wasn't an appropriate event for the OC FEC. Approximately 50% of participants typically attended the after party and the event ended promptly at 10:00 p.m. to comply with sound ordinances.

Kramer shared with the board that they will be hiring temporary staff to provide additional administrative support to assist with managing the volume and complexity of the public records requests; we are exceeding our budget for legal services and do not see this trend reversing.

Director Tkaczyk requested to have a monthly report on how much staff time is used for public records request.

Josh Caplan, Office of the Attorney General, stated that 32nd DAA is a state agency and needs to comply with all the provisions in the Public Records Act; it does not include staff time. DAA can charge for the photocopying, but cannot charge for staff time.

Vice Chair Berardino did not discourage the audience from requesting public records; however he instructed them to keep in mind that it needs to be made in the most economically way possible in everyone's interest. He indicated he believes OCFEC needs to hire as many people as needed to ensure these requests are being met. He suggested to the audience and the board to please keep economics in mind because all that money and time could be spent on programming and other things for the public.

Director Bagneris also agreed with Director Tkaczyk to have some type of tracking system for these public records request.

Director La Belle also agreed with both Director Tkaczyk and Director Bagneris on a tracking system for all public records request from the public.

6. PUBLIC COMMENT

Kyle Woosley, President and CEO of Costa Mesa Chamber, thanked Kramer and her staff of all the hard work and the great job that has been done to the community and for the Costa Mesa Chamber; and also presented an award to Kramer.

Reggie Mundekis thanked the board and Kramer regarding the statements about the concerns over rave parties at OCFEC. She asked the Board to make sure these types of events are not being conducted at OCFEC. She stated that OCFEC has not adopted guidelines that LA County and San Bernardino adopted.

Leslie Daigle, representing of Verizon Wireless, stated that Verizon can justify a permanent site and it can be a revenue-generating opportunity for the fair. She also suggested Verizon can further discuss with OCFEC staff on designs and evaluate locations on OCFEC property. Chair Mouet encouraged Daigle to submit a proposal to the OCFEC staff.

Beth Rafakes complimented the Heroes Hall groundbreaking ceremony, and thanked Kramer for the update on the legislation. She also commented on the Musink event and stated that around 7:00 p.m. she heard loud base across the street where she volunteers for the car show that Costa Mesa has first Friday of every month.

Jay Humphrey thanked the board and the staff for honoring our veterans and stated he is a long term supporter of the Fair. He also thanked Kramer for the ongoing events.

7. MINUTES:

A. Board Meeting held February 25, 2016

ACTION: Director Cervantes and Director Berardino seconded to review and approve the minutes from the Board meeting held February 25, 2016. **MOTION CARRIED. AYES:** Chair Mouet, Vice Chair Berardino, Director La Belle, and Director Tkaczyk. **NAYES:** Director Ruiz, Director Bagneris, and Director Aitken

8. CONSENT CALENDAR

- 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

- i. none.

ACTION: Vice Chair Berardino motioned and Director Ruiz 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 had no updates for Centennial Farm Foundation.

Vice Chair Berardino thanked Richards and staff regarding the excellent teamwork that took place for the groundbreaking of Heroes Hall.

Director La Belle thanked Richards and staff for the groundbreaking of Heroes Hall and also thanked Vice Chair Berardino for all he has done to make this happen.

Director Bagneris stated she is very pleased with how things are turning around and how excited she is to get a VP Finance and Administration into office soon.

Vice Chair Berardino provided a short update on Workers Memorial to the staff and board.

Director La Belle and Director Cervantes provided a short update on the OC Fair City Liaison Task Force and handed the floor to Richards to give more detail.

Richards announced the invitation of the annual breakfast for OC mayors and city managers that will be taking place at OC FEC. She also invited the OC Board of Supervisor to attend on April 21. This will be taking place inside the Pacific Amphitheater Lobby.

Director Aitken reported that they are following the bill.

Director La Belle and Director Ruiz had no updates for the Organizational Needs Assessment Task Force.

- 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**

The action is administrative and would update the delegation signing authority to include the new VP of Operations, Ken Karns.

ACTION: Vice Chair Berardino motioned and Director Cervantes seconded to approve 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. **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**

Vice Chair Berardino recommended Barbara Venezia to be appointed to the Heroes Hall Foundation. Venezia is a long-time community activist with a sterling record of performance in the entire community. She is also a columnist for the Daily Pilot and OC Register.

ACTION: Director Cervantes motioned and Director Aitken seconded to approve Approval of Barbara Venezia for Heroes Hall Veterans Foundation Board Member. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES: Director Bagneris.**

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

Kramer announced this agenda item was tabled from February board meeting. Staff has confirmed with legal counsel that the Board action to create a foundation and pay for the forming of the foundation does not require the foundation to reimburse the association for these costs.

Vice Chair Berardino moved to table too indefinitely.

ACTION: Director Bagneris motioned and Director Ruiz seconded to approve Legal Fees Paid to Date by Association for the Formation of Heroes Hall Veterans Foundation. **MOTION CARRIED. AYES: Chair**

Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, and Director Cervantes. NAYES none.

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

Kramer thanked everyone behind the scenes, and discussed about the Amendments.

Vice Chair Berardino thanked Kramer and Director Tkaczyk whom had undertaken these projects for all of his efforts and commitment.

Kramer stated as of March 31, 2016, the total outstanding balance due by Tel Phil to the district under the agreement will be \$220,985.80. This includes the outstanding rent shortfalls in the amount of \$215,985.80, and estimate security expenses in the amount of \$5,000 for ongoing. She also reported that Tel Phil is current on all of their rental payments and an amount has been agreed upon by all parties and validated thorough accounting.

Kramer also stated that Tel Phil is in the process of removing personal property stored on the premises. Inspection is scheduled on March 30 at 12:00 p.m.

Director Tkaczyk requested that Ken Karns be the final decision maker as far as removal of property and belongings to be in compliance.

Kramer stated Ovation and Tel Phil acknowledge and agree that the district will not approve the assignment until Ovation and Tel Phil remove property in a timely matter; if all personal property has not been removed by 12:00p.m. on March 30, Tel Phil would pay the district \$4,905.26 within 30 days. She then asked Caplan if anything needs to be added.

Caplan stated to Kramer she had explained it perfectly. The important thing is that if the board approves of this Consent to Assignment, that doesn't mean the deal is happening, it means that the deal will happen if all of those conditions are met.

Kramer moved into the next Amendment to Food Service Management Agreement that has been extended to August 1, 2024. The current agreement expires in 2017. They are also providing \$1.5M over the course of 79 months for additional capital investments for the improvement around the Marketplace.

Director La Belle suggested changing the wordage on the Amendment document to say a specific number rather than "up to."

Director La Belle asked Nick Nicora to briefly speak about how all this will be taking place.

Nick Nicora discussed briefly about the changes and what will be taking place.

ACTION: Director Cervantes motioned and Vice Chair Berardino 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 10:47 A.M. TO 12:42 P.M.

None to report

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Bagneris expressed how excited she is regarding the Heroes Hall opening. She thanked the staff and indicated she is also excited for the Fair.

Director Tkaczyk thanked the staff and expressed how very excited he is regarding all of the events that are coming up and how he cannot wait for the Fair to start.

Vice Chair Berardino thanked the staff for everything. He also stated that he would like staff to work with counsel regarding a report or petition that's being circulated for City of Costa Mesa and would like to have counsel do an analysis of that and provide him a copy of the petition.

Chair Mouet congratulated the staff and Spectra. He encouraged his colleagues to stop by and check out Imaginology.

12. NEXT BOARD MEETING: THURSDAY, APRIL 28, 2016

13. ADJOURNMENT

Meeting adjourned at 12:48 p.m.

Gerardo Mouet, Chair

Kathy Kramer, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-069-16BB	Steve Sturgis	"The Dogs" performing in Baja Blues	Fair Time	07/27/16 - 07/31/16		\$5,050.00
SA-071-16GE	James A. Xavier f/s/o Oui'3	"Oui'3" performing on the Promenade Stage	Fair Time	07/27/16 - 07/31/16		\$2,250.00
SA-075-16PA	Bladerocker Entertainment, Inc. f/s/o Richard Blade	DJ Richard Blade performing at Pacific Amphitheatre	Fair Time	07/17/16		\$1,600.00
SA-084-16BB	Bill Magee	Bill Magee performing at Baja Blues	Fair Time	07/20/16 - 07/24/16		\$4,000.00
SA-085-16GE	Terry L. Donaldson	"Sparkles the Clown" at the OC Fair	Fair Time	07/26/16 - 08/14/16		\$6,000.00
SA-086-16GE	Denis Martinez	"Ravioli the Clown" at the OC Fair	Fair Time	07/26/16 - 08/14/16		\$6,000.00
SA-072-16IO	Carol Mann	Goat Milk Display at 2016 OC Fair Imaginology	Imaginology	04/17/16 - 04/17/16		\$300.00
SA-073-16IO	Oh! Snap Studios	Photo booth	Imaginology	04/15/16 - 04/17/16		\$4,999.00
SA-074-16YR	Damian Tsutsumida Photographs	Photography Services	Year Round	04/15/16 - 04/14/17		\$4,999.00
SA-076-16IO	United Site Services	Fencing Rentals	Imaginology	04/13/16 - 04/20/16		\$3,515.72
SA-077-16YR	Sectran Security Services	Armored Courier Services	Year Round	04/01/16 - 03/31/17		\$7,500.00
SA-079-16YR	Modular Space Corporation DBA Modspace	Campground Restroom Rental	Year Round	04/01/16 - 03/31/17		\$19,079.16
SA-080-16YR	OC Sherrif	Law Enforcement Services	Fair Time	07/14/16 - 08/14/16		\$500,000.00
SA-081-16FT	OC Sherrif	Law Enforcement Services	Year Round	07/01/16 - 06/30/17		\$82,000.00
SA-082-16FT	Leslie Kristen Interiors	Set Design and Thematic Décor Services	Fair Time	04/01/16 - 08/16/16		\$90,000.00
SA-083-16IO	Prestige Golf Carts	Cart Rentals	Imaginology	04/01/16 - 08/22/16		\$5,005.00
SA-087-16FT	Williams Scotsman, Inc.	Restroom Trailer Rentals	Fair Time	04/01/16 - 12/31/18		\$215,437.56
SA-090-16FT	OCTA	OC Fair Express Shuttle Services	Fair Time	07/15/16 - 08/14/16	\$50,000.00 (TRADE)	
SA-091-16FT	Statewide Seating and Grandstands	Bleacher/Grandstand Rentals	Year Round	04/01/16 - 03/31/16		\$186,146.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
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**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
APRIL 2016**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-037-16GE (Amend #1)	The Magic of Frank Thurston	"The Magic of Frank Thurston" at the OC Fair. Correction to amount of accomodation buy out.	Fair Time	07/15/16 - 08/14/16	\$900.00	\$15,700.00
SA-021-14GE (Amend #1)	Kelly Associates Management Group, LLC	Expansion on Organizational Needs Assessment	Fair Time	01/31/14 - 12/31/16		\$12,960.00

Interagency Agreements

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

Letters of Understanding

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

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

STD. 210 (Revised 6/2003)

R____ A____ F____

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-069-16BB

REGISTRATION NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32ND DISTRICT AGRICULTURAL ASSOCIATION****STEVE STURGIS**2. The agreement term is from **07/27/16** through **07/31/16**3. The maximum amount payable is \$ **5,050.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,050.00** (Attach list if applicable.)4. Payment Terms (**Note: All payments are in arrears.**) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER _____

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, Vice President, Operations or
Michele Richards, Vice President, Business
Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

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

STEVE STURGIS

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING
Steve Sturgis

ADDRESS / PHONE / EMAIL

1434 Grove Avenue, Upland, CA 91786
(909)938-0005, stevesturgis@gmail.com

FUND TITLE

ITEM

Operating**5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide the entertainment group, “The Dogs” in Baja Blues from July 27 – July 31 for the 2016 OC Fair.
- B. The performances on July 27 and July 28 shall begin at 8:00 p.m., on July 29 at 8:30 p.m., on July 30 at 1:00 p.m. and 8:30 p.m., and on July 31 at 1:00 p.m. and 8:00 p.m. (a total of seven performances). Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. The District, in exercise of 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 sound restrictions.
- H. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- I. 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.
- J. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To provide Baja Blues lunch vouchers for four on July 30 and July 31.
- D. To provide promotion and advertising as part of the 2016 OC Fair collateral material.
- E. To pay Contractor a total sum not to exceed FIVE THOUSAND FIFTY DOLLARS (\$5,050.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

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

STD. 210 (Revised 6/2003)

R____ A____ F____

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-071-16GE

REGISTRATION NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**JAMES A. XAVIER F/S/O OUI'3**2. The agreement term is from **07/27/16** through **07/31/16**3. The maximum amount payable is \$ **2,250.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **2,250.00** (Attach list if applicable.)

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

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

Exhibit A – Scope of Work – **Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



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

JAMES A. XAVIER F/S/O OUI'3

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, Vice President, Operations or
Michele Richards, Vice President, Business
Development

PRINTED NAME AND TITLE OF PERSON SIGNING

James A. Xavier

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS / PHONE / EMAIL

4760 Kester Ave. #6, Sherman Oaks, CA 91403
(818) 482-9332 jimxvr@aol.com

FUND TITLE

ITEM

Operating**5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide the performance group, "OUI'3," on the Promenade Stage from July 27 – July 31 at the 2016 OC Fair.
- B. The performances shall take place from 8:00 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
- G. The District, in exercise of 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 sound restrictions.
- H. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- I. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To provide complimentary parking and OC Fair admission for performers.
- B. To waive venue merchandise split provided Contractor sells.
- C. To provide promotion and advertising as part of the 2016 OC Fair collateral material.
- D. To pay Contractor a total sum not to exceed TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

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

STD. 210 (Revised 6/2003)

R_____ A_____ F_____

CONTRACT NUMBER

SA-075-16PA

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

REGISTRATION NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**BLADEROCKER ENTERTAINMENT, INC. F/S/O RICHARD BLADE**2. The agreement term is from **07/17/16** through **07/17/16**3. The maximum amount payable is \$ **1,600.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **1,600.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Pacific Amphitheatre Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)

Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)

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

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



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

BLADEROCKER ENTERTAINMENT, INC. F/S/O RICHARD BLADE

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, Vice President, Operations or
Michele Richards, Vice President, Business
Development

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard Blade Sheppard, President

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS / PHONE / EMAIL

16660 Demaret Place, Granada Hills, CA 91344
(310) 584-1217

FUND TITLE

Operating

ITEM

5790-72

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide Hosting and DJ services at the Pacific Amphitheatre on July 17 for the 2016 OC Fair.
- B. To provide DJ mixing console and music.
- C. To engage the audience and spin music during audience load-in from approximately 6:15 p.m. to 7:00 p.m. and for approximately 15 minutes during the change over between each band.
- D. Subject to artist approval, Contractor will introduce The Fixx, The Church and/or The Psychedelic Furs.
- E. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide an appropriate sound system to plug the DJ console into (XLR, ¼ inch or inputs/outputs).
- B. To provide complimentary parking for one (1) vehicle.
- C. To provide two (2) free admission credentials.
- D. To pay the Contractor a total sum not to exceed ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) upon satisfactory completion of services herein required on Sunday, July 17, 2016.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 17, 2016.

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

Note: Artist will not receive payment on Sunday, July 17, 2016 if a fully signed contract has not been received by the District.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

CURFEW

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

PAYMENT

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

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

PUBLIC ACCESS TO FACILITY

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

DECIBEL LEVEL

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

MEDIA – WEB SITE

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

MEDIA – INTERVIEW

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

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

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

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

SOUND AND LIGHTS

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

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:

(909) 821-3157

ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:

(818) 482-0193

audiomicro@aol.com

RENTAL EQUIPMENT

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

HOSPITALITY

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

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

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

MERCHANDISING

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

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

SPONSORSHIPS

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

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

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

INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

INDEMNIFICATION

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

DRUGS & PARAPHERNALIA

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

CONFLICT OF LAWS OR TERMS

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

MOST FAVORED NATIONS

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

FORCE MAJEURE CLAUSE

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



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

CONTRACTOR'S POWER AND AUTHORITY

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

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

Artist/Contractor Authorized Representative

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

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

A. Sound Level Standards

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

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

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

B. District-Required Sound Level Requirements

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

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

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



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

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

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

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

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

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

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

STD. 210 (Revised 6/2003)

R____ A____ F____

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-084-16BB

REGISTRATION NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**BILL MAGEE**2. The agreement term is from **07/20/16** through **07/24/16**3. The maximum amount payable is \$ **4,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **4,000.00** (Attach list if applicable.)4. Payment Terms (**Note: All payments are in arrears.**) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER _____

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, Vice President, Operations or
Michele Richards, Vice President, Business
Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

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

BILL MAGEE

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING
Bill Magee

ADDRESS / PHONE / EMAIL

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

FUND TITLE

ITEM

Operating**5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide the entertainment group, “Bill Magee Band,” in Baja Blues on July 20 - July 24 for the 2016 OC Fair.
- B. The performances shall begin at 8:00 p.m. on 7/20, 7/21 and 7/24, and 8:30 p.m. on 7/22 and 7/23. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. The District, in exercise of 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 sound restrictions.
- H. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- I. 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.
- J. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To provide promotion and advertising as part of the 2016 OC Fair collateral material.
- D. To pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made Net 10 upon completion of services herein required and delivered via the US mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

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

STD. 210 (Revised 6/2003)

R____ A____ F____

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-085-16GE

REGISTRATION NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**TERRY L. DONALDSON**2. The agreement term is from **07/29/16** through **08/14/16**3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Clown Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



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

TERRY L. DONALDSON

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, Vice President, Operations or
Michele Richards, Vice President, Business
Development

PRINTED NAME AND TITLE OF PERSON SIGNING

Terry L. Donaldson

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS / PHONE / EMAIL

6020 Lindemann Road, Box 16G, Discovery Bay, CA 94505
(209) 835-3535

FUND TITLE

Operating

ITEM

5780-70

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide entertainment as, “Sparkles the Clown,” from July 29 – August 14 at the 2016 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan’s Law screening and each certified by the Contractor not to be a registered sex offender per the Megan’s Law registry.
- F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

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

STD. 210 (Revised 6/2003)

R____ A____ F____

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-086-16GE

REGISTRATION NUMBER

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

SUBMIT INVOICE IN TRIPLICATE TO:

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32ND DISTRICT AGRICULTURAL ASSOCIATION****DENIS MARTINEZ**2. The agreement term is from **07/29/16** through **08/14/16**3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Clown Entertainment at 2016 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

32ND DISTRICT AGRICULTURAL ASSOCIATION**DENIS MARTINEZ**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

Denis Martinez

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS / PHONE / EMAIL

**6020 Lindemann Road, Box 16G, Discovery Bay, CA 94505
(209) 835-3535**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

Operating**5780-70**

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide entertainment as, “Ravioli the Clown,” from July 29 – August 14 at the 2016 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan’s Law screening and each certified by the Contractor not to be a registered sex offender per the Megan’s Law registry.
- F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US Mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

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

STD. 210 (Revised 6/2003)

R____ A____ F____

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-078-16IO

REGISTRATION NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32ND DISTRICT AGRICULTURAL ASSOCIATION****CAROL MANN**2. The agreement term is from **04/17/16** through **04/17/16**3. The maximum amount payable is \$ **300.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **300.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Goat Milk Display at 2016 OC Fair Imaginology**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

☒ GTC* **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

32ND DISTRICT AGRICULTURAL ASSOCIATION**CAROL MANN**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

PRINTED NAME AND TITLE OF PERSON SIGNING

Carol Mann

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**PO Box 26112, Santa Ana, CA 92799
(714) 580-2827**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

Operating**5100-41**

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide a goat milking display at the 2016 OC Imaginology in Centennial Farm to educate the public.
- B. To provide goats for milking.
- C. To set-up the display April 17 between the hours of 7:00am and 9:00am.
- D. To staff the display during the following hours: Sunday 17, 2016 10:00 a.m. – 5:00pm.
- E. Vehicles will not be allowed to enter the event grounds after 8:00am Friday.
- A. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas
- B. To process volunteers through Megan's Law Screening & Certification.
- C. To maintain the display throughout Imaginology. Maintenance to include educational materials and all necessary cleaning.
- D. To remove the display on Sunday, April 17 after 5:00pm.
- E. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide exhibit space and goat pens at no cost to the Contractor on the Silo Patio.
- B. To provide adequate exhibit signage.
- C. To provide necessary parking passes to the Contractor.
- D. To provide special event liability insurance.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-41

PAYMENT PROVISIONS:

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

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

EXHIBIT D – 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 D – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT D – 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 D-

SHORT FORM CONTRACT

CONTRACT NUMBER

SA-073-16IO

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

R *ms* A *gf* F *VE*

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

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

OH! SNAP STUDIOS

2. The agreement term is from **04/15/16** through **04/17/16**

3. The maximum amount payable is \$ **4,999.00** pursuant to the following charges:

Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **4,999.00**

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

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

☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – **Photography Services for 2016 OC Fair Imaginology**

Exhibit B – Budget Detail and Payment Provisions

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

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

Exhibit E – Insurance Requirements

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

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

☒ Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA

CONTRACTOR

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED

CONTRACTOR'S NAME

OH! SNAP STUDIOS

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Vice President, Business Development

PRINTED NAME AND TITLE OF PERSON SIGNING

Rafael Cruz, Owner

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS

**2159 Fitzgerald Avenue, Commerce, CA 90040
(213) 394-9443**

FUND TITLE

OPERATING

ITEM

N/A

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide still photography and printing services in a photo booth setting from April 15 – April 17 at the 2016 OC Fair Imaginology.
- B. To provide one (1) onsite photographer and one (1) onsite technical staff member for the duration of the event.
- C. To staff the display during the following hours, which shall include photography and printing:
 - Friday, April 15: 9:00 a.m. – 3:00 p.m.
 - Saturday, April 16: 11:00 a.m. – 5:00 p.m.
 - Sunday, April 17: 11:00 a.m. – 5:00 p.m.
- D. To provide an assortment of premium props for guests to use when sitting for their photograph(s).
- E. To provide an unlimited number of 4" x 6" prints with protector sleeves. Each guest shall receive one (1) print per sitting.
- F. To imprint the District's custom graphic watermark on each print. Watermark will be provided by the District.
- G. To upload and host all digital high-resolution images on Contractor's website as well as provide a web link to enable the download of all images.
- H. To create an online gallery of images and protect the gallery with a secure password for viewing. The gallery shall be activated after the end of each event day and remain active for 30 days.
- I. To set up photography and lighting equipment on Thursday, April 14.
- J. To remove equipment no earlier than Sunday, April 17, after 5:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- K. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. on Friday, April 15, or after 9:00 a.m. on Saturday, April 16, and Sunday, April 17.
- L. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- M. To maintain the display throughout the term of this Agreement. Maintenance to include signage and all necessary cleaning.
- N. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

DISTRICT AGREES:

- A. To provide one (1) approximately 10' x 15' indoor exhibit space. Exact size and location shall be determined by the District.
- B. To provide additional custom props promoting the OC Fair.
- C. To provide one linen-covered six-foot (6') table for Contractor and District-provided props.
- D. To provide access to a minimum of one (1) 15-amp outlet.



- E. To provide two (2) staff to support photography activities and assist with crowd control.
- F. To provide uniforms for Contractor Personnel comprised of three (3) men's large and three (3) women's large t-shirts branded with the OC Fair logo and theme.
- G. To provide signage for photo booth such as line indicators, "Pick Up," and "Free Photo" signs.
- H. To provide four (4) stanchions for line organization.
- I. To provide a minimum of 3,000 postcards with OC Fair branding which may be co-branded with Contractor's logo at the sole discretion of the District. Contractor shall provide logo to the District, as necessary.
- J. To provide parking passes and credentials, as necessary.
- K. To pay Contractor a total sum not to exceed FOUR THOUSAND NINE HUNDRED NINETY-NINE (\$4,999.00). Payment will be Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5430-41

PAYMENT PROVISIONS:

Payment will be Net 30 and sent via the US Mail based upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall include the date(s) for which services were rendered as well as an itemized detail of work performed and equipment utilized.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit D-

SHORT FORM CONTRACT

CONTRACT NUMBER SA-074-16YR	AM. NO.	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
REGISTRATION NUMBER		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . DAMIAN TSUTSUMIDA PHOTOGRAPHS
---	---

2. The agreement term is from **04/15/16** through **04/14/17**

3. The maximum amount payable is \$ **4,999.00** pursuant to the following charges:
Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **4,999.00**

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

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

Exhibit A – Scope of Work – **Photography Services for Year Round Events and 2016 OC Fair**
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
Exhibit E – Insurance Requirements

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

☒ GTC*SF **610** ☐ GIA* **If not attached, view at www.ols.dgs.ca.gov/Standard+Language*
☒ Other Exhibits (List) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.**

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




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME DAMIAN TSUTSUMIDA PHOTOGRAPHS			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Damian J. Tsutsumida			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 14492 Raintree Road, Tustin, CA 92780 (714) 225-5370 damian@tsutsumidaphoto.com			
FUND TITLE Operating	ITEM 5430-18	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

EXHIBIT A – SCOPE OF WORK

- A. Still photography services for events and exhibits at the 2016 OC Fair (July 15-August 14) as assigned by the Communications Department plus events outside the annual summer OC Fair. Lead photographer will be responsible for specific assignments for individual team members.
- B. OC Fair will provide access and parking when on assignment. Photographer(s) will provide best-of collection of digital, high resolution images of each event and exhibit assigned by the Communications Department. Useable, quality images will be provided to the Communications Department on CD/DVD or other digital medium within a week of assignment.
- C. Still photography services for events outside the annual summer OC Fair to include Imaginology and other events that take place year-round on the property as assigned by the Communications Department.
- D. Photographer(s) must have experience shooting Fairs and festivals or similar events (please provide samples).
- E. Photographer(s) must have at least two years' experience photographing concerts or similar events.
- F. Photographer(s) must be able to work mornings, evenings, weekends and weekdays as needed.
- G. Photographer(s) must have flexible hours and able to come to the OC Fair on an on-call basis within an hour of requesting services.
- H. Photographer(s) must be available for the full run of the 2016 Fair (July 15 - August 14) and 2016 Imaginology (one day, April 15-17).
- I. Services shall be billed at a rate of seventy-five dollars (\$75.00) per hour for up to forty-two (67) hours.
- J. Contractor shall verify intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- K. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5430-18

PAYMENT PROVISIONS:

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

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

All invoicing must include the District's Purchase Order (PO) number 46219. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR:

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

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE)

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 (IF APPLICABLE)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE)

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 (IF APPLICABLE)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-076-1610

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**UNITED SITE SERVICES OF CALIFORNIA, INC.**2. The agreement term is from **04/13/16** through **04/20/16**3. The maximum amount payable is \$ **3,515.72** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,515.72** (Attach list if applicable.)4. Payment Terms (**Note: All payments are in arrears.**) ☐ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☒ ITEMIZED INVOICE ☐ OTHER _____

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Temporary Rental Fencing for 2016 OC Fair Imaginology**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

☒ GTC* **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Vice President, Business Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

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

UNITED SITE SERVICES OF CALIFORNIA, INC.

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Gaetano D'Anna, General Council & Secretary

ADDRESS

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

FUND TITLE

Imaginology

ITEM

5220-41

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide temporary rental fencing, gates, and fence material ("Fencing") to the 32nd District Agricultural Association, OC Fair & Event Center ("District") for Imaginology.
2. To install and provide Fencing as specified in this below and according to the specifications provided in Contractor's quote no. 414-587061 dated March 16, 2016.

Category	Item Type	Quantity	Unit of Measure	Item Description	Additional Notes	Deliver	Pick-Up	Preferred Delivery Time
FENCE	Fence Panels	760	Feet	8' (Tall) Panel Chainlink Fence w/ Sandbags on both sides, stake at 20-foot intervals, 3 @ 8' Panels (= 3ft swing gate)	8' swing gate needed	04/13/16	04/18/16	Morning
FENCE	Fence Panels	101	Feet	8' (Tall) Panel Chainlink Fence w/ Sandbags on both sides, 1 @ 8'x8' Swing Gate	8' swing gate needed	04/13/16	04/18/16	Morning

3. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
4. Invoices shall be submitted at the rental period and the District shall submit payment within thirty (30) days of completion of services herein required and upon receipt of proper invoice.
5. All deliveries and pick-ups shall take place between the hours of 7:00 a.m. to 3:00 p.m. Monday through Friday The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified, unless otherwise agreed upon by the District.
6. Delivery driver shall check in with District Maintenance Department prior to beginning any installation services, repairs, or pick-ups.
7. Fencing is to be in new or nearly new condition. No rusted, soiled, bent, torn or broken pieces/materials are to be utilized in the fulfillment of this installation.
8. All Fencing must have a smooth top (knuckle/smooth or flat finish).
9. All Fencing shall be inspected by a District representative upon delivery and pick-up.
 - a. Contractor's driver shall wait while the Fencing are inspected and shall sign off on the inspection report
10. The District shall not be responsible for paying for damage(s) to Fencing except if caused directly by the District.
11. Contractor shall bear all responsibility for theft, damage, injury, or death arising during the Contractor's delivery and pick-up.
12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide Contractor access for delivery and pick-up of Fencing.
2. After hours and/or weekend trips may be incur an additional cost. Cost shall be mutually agreed upon by District and Contractor.
3. District is responsible for cost of replacement and/or repairs to rental materials that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.



-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-41

PAYMENT PROVISIONS:

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

All invoices are to be itemized and include the District's Purchase Order (PO) number 46222. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

7. DISPUTES:

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

8. TERMINATION FOR CAUSE:

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

9. INDEPENDENT CONTRACTOR:

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

10. RECYCLING CERTIFICATION:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

11. NON-DISCRIMINATION CLAUSE:

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

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

12. CERTIFICATION CLAUSES:

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

13. TIMELINESS:

Time is of the essence in this Agreement.

14. COMPENSATION:

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

15. GOVERNING LAW:

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

16. ANTITRUST CLAIMS:

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

17. CHILD SUPPORT COMPLIANCE ACT:

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

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

18. UNENFORCEABLE PROVISION:

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

19. PRIORITY HIRING CONSIDERATIONS:

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

20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

21. LOSS LEADER:

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

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.



EXHIBIT D – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT D – 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 D-

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-077-16YR

AM. NO.

FEDERAL TAXPAYER ID. NUMBER



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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**SECTRAN SECURITY INC.**2. The agreement term is from **04/01/16** through **03/31/16**3. The maximum amount payable is **\$ 7,500.00** pursuant to the following charges:Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other **\$ 7,500.00** (Attach list if applicable.)4. Payment Terms (**Note: All payments are in arrears.**) ☐ ONE TIME PAYMENT (Lump sum) ☒ MONTHLY ☐ QUARTERLY☒ ITEMIZED INVOICE ☐ OTHER

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

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

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

☒ GTC* **610** ☐ GIA* *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED

**Michele Richards, Vice President, Business Development**

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

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

SECTRAN SECURITY INC.

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Rony Ghaby, Director of Operations

ADDRESS

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

FUND TITLE

Cash Ops

ITEM

5925-49

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide armored courier services for the 32nd District Agricultural Association dba OC Fair & Event Center ("District").
2. Armored services required outside the period of the annual OC Fair ("Regular") are typically required one weekday each week. Armored services during the annual OC Fair are required daily, Thursday through Monday. The annual OC Fair typically operates from mid-July through mid-August. The 2016 OC Fair will take place July 15, 2016 – August 14, 2016.
3. Rates are set as follows:
 - a. Regular (Non-Fair) weekday pick-up and delivery: \$20.00 per visit.
 - b. OC Fair pick-up and delivery with one (1) hour delivery window during normal business hours: \$20.00 per visit.
 - c. OC Fair pick-up and delivery with one (1) hour delivery window outside normal business hours: \$750.00 per visit.
 - d. Rates are inclusive of all costs required in the fulfillment of the services described herein, including but not limited to necessary travel, fuel, transportation, and labor.
4. Pick-up and delivery shall take place as requested by the District.
5. The District reserves the right to add, cancel or adjust pick-up and delivery dates and times as needed. The District shall only be charged for dates Contractor's services are rendered.
6. To provide additional pick-ups and deliveries at the agreed upon contracted rates, as required by the District.
7. To pick-up and deliver all change orders to the District at 88 Fair Drive, Costa Mesa, CA 92626
8. To deliver deposits to Brinks-Los Angeles/Citizens Business Bank Cash Vault. District reserves the right to update deposit delivery location as needed. Any change in deposit delivery location shall only be communicated by District's Vice President of Finance and Administration or Finance Director.
9. To follow Contractor's established security and control protocol regarding collections of funds at District property through drop off at District's designated vault. Contractor shall provide designated District Management with the protocol and provide immediate notification if any change in protocol occurs. Such protocol shall include the delivery of the names and pictures of authorized Contractor personnel who will perform services for the District to be used for verification each time services are rendered.
10. Contractor's personnel performing pick-ups and deliveries must arrive in uniform and carry proper credentials to confirm such employee is authorized to receive District's deposits. Any employee who arrives without the proper credentials shall be turned away and no pick-up/delivery fee shall be charged.
11. All Contractor's personnel performing pick-up and drop-off services for the District shall, at minimum, meet the following requirements:
 - a. Have undergone a thorough criminal and background check.
 - b. Be licensed to carry a weapon.
12. To assign a specific point person to service the District's account. Contractor shall provide the District with contact information for this authorized representative along with a minimum of four additional contacts to ensure 24-hour accessibility when needed.
13. Materials transported by Contractor shall not be altered, disturbed, or harmed.
14. An appropriate armored transport vehicle must be used at all times.
15. Contractor shall assume liability for any loss of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s). Responsibility terminates when District or District's designated consignee takes physical possession of the sealed container(s) and signs Contractor's receipt. In the event of loss while sealed container(s) is in Contractor's custody, Contractor shall immediately inform District Chief Financial Officer and shall remit payment for declared value of lost shipment to District no later than four (4) business days from date of loss.
16. If it is impossible for Contractor to complete the delivery, Contractor shall be responsible for any loss, until the sealed container(s) is returned to District or District's designated agent and a signed receipt is obtained by Contractor.
17. Contractor must be in compliance with all applicable laws, rules and regulations of the State of California and licensed to operate armored courier services in the state of California.



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

DISTRICT AGREES:

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

- End Exhibit A -



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5925-49 \$7,500.00

PAYMENT PROVISIONS:

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

All invoices are to be itemized and contain the District's Purchase Order (PO) number 46223. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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



9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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



assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE)

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.) (IF APPLICABLE)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.) (IF APPLICABLE)

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.) (IF APPLICABLE)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

R 2 A 13 F 15

AGREEMENT NUMBER

SA-079-16YR

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

MODULAR SPACE CORPORATION dba MODSPACE

2. The term of this Agreement is: **04/01/16** through **03/31/17** FED ID: **[REDACTED]**
3. The maximum amount of this Agreement is: **\$19,499.16**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide one (1) 12' x 40' rental restroom trailer unit with ADA ramp and skirting. Additional Scope of Work continued on page 2.** Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13 – 15

Exhibit F – ModSpace Rental Restroom Trailer Unit Quotation Pages 16 – 17

Exhibit E – Rental Restroom Trailer Floorplan Page 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

MODULAR SPACE CORPORATION dba MODSPACE

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Angel Meenan, Contract Analyst

ADDRESS

**11115 Hemlock Avenue, Fontana, CA 92337
(800) 523-7918**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Vice President, Business Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Contractor shall provide a 12' x 40' rental restroom trailer unit with ADA ramp and skirting to the District from April 1, 2016 to March, 31, 2017 at rate of seven hundred thirty-five dollars (\$735.00) per month w/ an additional four hundred eighty-nine dollars and five cents (\$489.05) charged on a monthly basis and three thousand and thirty eight dollars (\$3,038.00) for removal and return delivery.
2. Contractor hereby agrees to wave the cost for delivery and installation.
3. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated for any rental period that is less than one full month (30 days) rental. Daily proration is determined by dividing monthly rate by thirty (30) days. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
4. Invoices shall be submitted at the conclusion of each rental month.
5. Delivery and pickup shall take place between the hours of 7:00 a.m. to 3:00 p.m. unless otherwise directed by the District.
6. Floorplan Specifications are as follows:
 - a. Basic Dimension: 40' x 12' with split layout for separate men's and women's entrance
 - b. Women's: Four (4) toilet compartments (1 shall be ADA compliant)
 - c. Men's: Two (2) toilet compartments; (2) urinal stalls (1 of each shall be ADA compliant)
 - d. Both Sides: Two (2) sinks in each men's and women's
 - e. All toilets and urinals must be flush valve type
 - f. The trailer must have skirting
 - g. The unit must be set with an adjoining ADA ramp with railing. Ramp must meet state of California ADA specification.
7. Contractor is responsible to ensure all necessary anchors and tie downs are in place to assure trailer is securely fastened.
8. Contractor shall provide a restroom trailer unit that is in new or near-new condition and unit shall be delivered clean and ready to use.
9. Contractor has certified restroom trailer is compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
10. All units and ramps shall meet state of California ADA specifications.
11. District staff shall be responsible for hooking up and unhooking plumbing upon trailer installation and removal.
12. Contractor will be responsible for trailer placement and installation and removal of all decking, ramps, stairs, seismic ties, etc.
13. Upon removal of trailer, Contractor is responsible for the removal of all seismic ties via the method described in Contractors quotation.
14. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

DISTRICT AGREES:

1. To provide Contractor access for delivery, installation, and removal of the rental restroom trailer unit.
2. District staff shall be responsible for hooking up and unhooking plumbing upon trailer installation and removal.
3. Contractor will be responsible for trailer placement and installation and removal of all decking, ramps, stairs, seismic ties, etc.
4. To purchase Contractor's Damage Waiver Option at a rate of SEVENTY FIVE DOLLARS (\$75.00) per month. This program provides coverage for any direct physical damage to the modular building and attachments provided by Contractor and relieves the District of financial responsibility above ONE THOUSAND DOLLARS (\$1,000) (per occurrence/per building) in the event of damage and/or loss under the following conditions:
 - a. Fire and smoke damage (from fire only);
 - b. Lightning, flood, windstorm and/or hail damage;



- c. Theft, including attachments leased from Contractor;
 - d. Vandalism;
 - e. Collision with a vehicle; and
 - f. Explosion (externally caused).
5. To provide General Liability coverage as specified in Contractor's quote dated March 17, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-30

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted at the conclusion of each rental month.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 46232. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

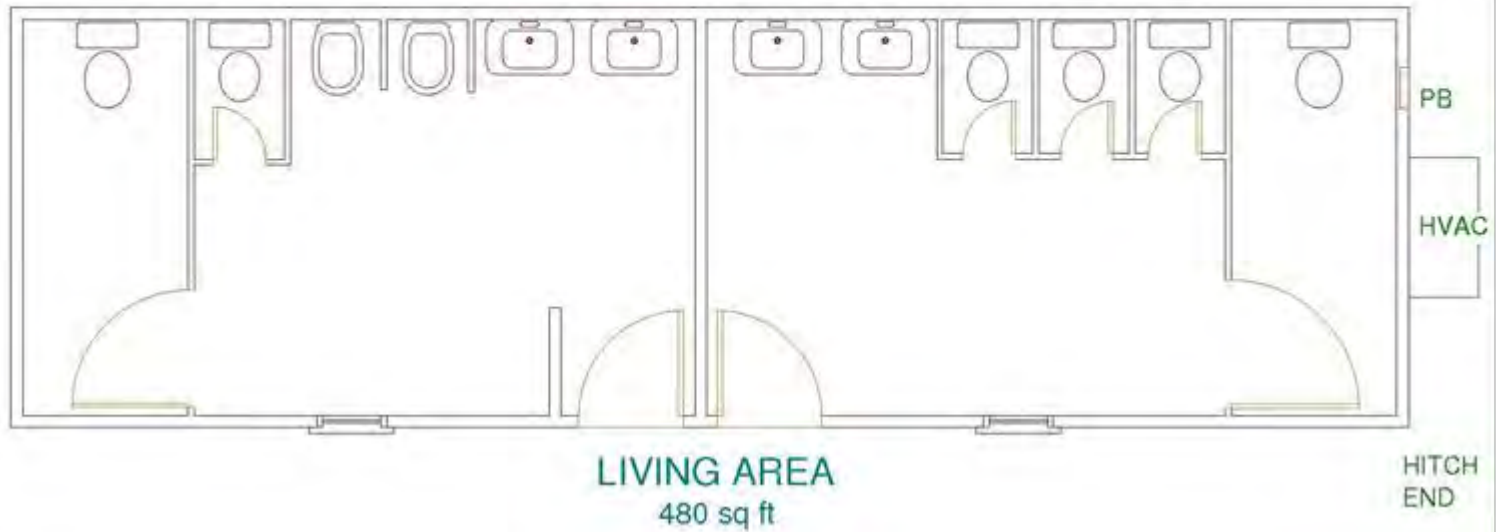
-End Exhibit E-

EXHIBIT F – RENTAL TRAILER RESTROOM FLOORPLAN

12X40 RESTROOM

UNIT # 670974

SERIAL#11488



- End Exhibit F -

R  F 

AGREEMENT NUMBER

SA-080-16YR


1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COUNTY OF ORANGE

2. The term of this **07/01/16** through **06/30/17** **FED ID:** 
Agreement is:

3. The maximum amount **\$130,000.00**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide and coordinate law enforcement services during Year Round Events at the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 6

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 7 – 9

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 10 – 12

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF ORANGE

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chair of the Board of Supervisors

ADDRESS

**320 North Flower Street, Santa Ana, CA 92703
(714) 834-6739**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

COUNTY AGREES:

1. To provide and coordinate law enforcement services during Interim Events at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32nd District Agricultural Association.
2. To provide safety services during Year Round Events at all areas of the OC Fair & Event Center. Safety services shall include behavioral, criminal, and accident investigation as well as security escorts for VIP guests.
3. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services.
4. To communicate the deployment schedule to the District's Safety & Security Supervisor in order to coordinate dates and times of service. Deployment needs shall be determined by the County based upon event history and type.
5. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown under Section C and D of the Agreement between the State of California and the County of Orange.
6. If additional services are needed beyond the anticipated scope of work herein required, the State and County shall mutually agree upon an amended agreement amount and/or contract value.
7. That the agreement between the State of California and the County of Orange is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
8. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay County the total sum not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

COUNTY employee estimated hourly rates are provided to STATE for use in the STATE budgetary process and the STATE Standard Agreement SA-080-16YR. Estimated rates may not be indicative of actual deployment under Section C and D of the Agreement between the State of California and the County of Orange.

The table below represents a sample of potential ranks in a deployment.

Orange County Sheriff-Coroner Department
Estimated Hourly Rates
OC Fair & Event Center FY 2016 – 2017

<u>Positions</u>	<u>Hourly Rates</u>		
	<u>OT</u>	<u>Reg. Prod.</u>	<u>Regular</u>
Lieutenant	\$ -	\$ 186.67	
Sergeant	\$ 112.89	\$ 162.92	
Investigator	\$ 104.33	\$ 147.55	
Deputy Sheriff II	\$ 95.67	\$ 140.24	
Deputy Sheriff I	\$ 90.50	\$ 124.84	
Radio Dispatcher	\$ 66.16	\$ 74.89	
Extra Help Deputy Sheriff II	N/A	N/A	\$ 48.85
Extra Help Deputy Sheriff I	N/A	N/A	\$ 48.59
Data line cost for OC Fairground - FY16-17 for eleven month billings only	\$ 206.14	Per Month	
Class A - Black & white	\$ 1.42	per mile	
Class B - Full Size Sedan	\$ 0.62	per mile	
Class C - Passenger vans	\$ 0.82	per mile	
Class M3 - Bus	\$ 3.96	per mile	

Note:
Rates include all applicable benefits and overheads.

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.



Invoicing shall include the event name for which services were rendered as well as date(s) worked, hours worked per person per day, employee classification title, and employee's hourly rate. When possible, invoices for services shall be submitted within 72 hours following each event.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 46260. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

“That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers’ Compensation:

Workers’ Compensation coverage shall be maintained covering contractor/renter’s employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability:

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
 - i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

R  F 

AGREEMENT NUMBER
SA-081-16FT


1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COUNTY OF ORANGE

2. The term of this **07/14/16** through **08/14/16** **FED ID:** 
Agreement is:

3. The maximum amount **\$500,000.00**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide and coordinate law enforcement services at the 2016 OC Fair. See Page 2 for additional Scope of Work.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Pages 3 – 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 7

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 10

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 11 – 13

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF ORANGE

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chair of the Board of Supervisors

ADDRESS

**320 North Flower Street, Santa Ana, CA 92703
(714) 834-6739**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:



EXHIBIT A – SCOPE OF WORK

COUNTY AGREES:

1. To provide and coordinate law enforcement services during the 2016 OC Fair at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32nd District Agricultural Association.
2. To provide safety services during the 2016 OC Fair at all areas of the OC Fair & Event Center. Safety services shall encompass behavioral, criminal, and accident investigation as well as security detail for onsite banking location(s) and escorts for VIP guests.
3. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services.
4. To attend a pre-Fair meeting with District staff in June 2016, a post-Fair meeting with District staff in September 2016, and other meetings during the 2016 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by County and the District.
5. To communicate the deployment schedule to the District's Safety & Security Supervisor in order to coordinate dates and times of service. Deployment needs shall be determined by the County based upon event history and type.
6. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown under Section C and D of the Agreement between the State of California and the County of Orange.
7. If additional services are needed beyond the anticipated scope of work herein required, the State and County shall mutually agree upon an amended agreement amount and/or contract value.
8. That the agreement between the State of California and the County of Orange is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay Contractor the total sum not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5101-52

PAYMENT PROVISIONS:

COUNTY employee estimated hourly rates are provided to STATE for use in the STATE budgetary process and the STATE Standard Agreement SA-081-16FT. Estimated rates may not be indicative of actual deployment under Section C and D of the Agreement between the State of California and the County of Orange.

The table below represents a sample of potential ranks in a deployment.

Orange County Sheriff-Coroner Department
Estimated Hourly Rates
OC Fair & Event Center FY 2016 – 2017

**ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
ESTIMATED HOURLY RATES (EFFECTIVE 7-1-16)
2016 ORANGE COUNTY FAIR**

<u>Description:</u>	<u>Estimated Hourly Rate</u>			
	<u>QT</u>	<u>Reg.</u>	<u>Extra Help (EH)</u>	<u>Reg. Prod.</u>
Lieutenant ¹	\$ 91.75	\$ 152.76		
Sergeant	\$ 111.53	\$ 138.40	\$ 54.08	
Investigator	\$ 98.20	\$ 120.03		
Deputy Sheriff II	\$ 90.05	\$ 114.93	\$ 45.80	
Deputy Sheriff I	\$ 85.19	\$ 101.69	\$ 45.55	
Radio Dispatcher	\$ 62.13	\$ 59.83		
Sheriff's Special Officer II	\$ 63.11	\$ 61.09		
Sheriff's Special Officer I	\$ 44.33	\$ 45.09		
Sheriff's Community Services Officer	\$ 46.83	\$ 47.19		
Correctional Services Technician	\$ 48.91	\$ 49.14		
Supervising Radio Dispatcher	\$ 70.86	\$ 67.22		
Sr. Emer Mgmt Program Coordinator	\$ 75.66	\$ 71.45		
Office Specialist EH			\$ 24.84	
Communications Coordinator II EH			\$ 43.98	
Radio Dispatcher EH			\$ 38.75	
Radio Dispatcher Trainee	\$ 47.32	\$ 47.29		
Telecommunication Engineer III				\$ 130.04
Reserve Deputy Sheriff	TBD			
Class A - Black & White	\$ 1.42	Per mile		
Class B - Full Size Sedan	\$ 0.62	Per mile		
Class C - Passenger Van	\$ 0.82	Per mile		
Class F - Support Vehicle	\$ 1.21	Per mile		
Class G - Full Size and Mini Cargo Van	\$ 0.88	Per mile		
Class J - Black & White SUV	\$ 1.40	Per mile		
M2 - Tractor	\$ 12.27	Per mile		
M6 - Mobile Command Center	\$ 46.40	Per mile		
Samantha I & II	\$ 22.99	Equipment cost rate per day		
Samantha I & II	\$ 2,103.29	Labor cost rate per dispatch		
Telephone cost for the Fair 2016 one month only	\$ 206.14			

Note:

- ¹ Lieutenant is paid straight overtime with overtime benefits.
- Rates include all applicable benefits and overhead.
- Transportation rates are from FY 16-17 Transportation study.
- TBD = To be determined



Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall include a final report detailing the actual date(s) for which services were rendered as well as employee classification titles, shift start and end time, hours worked and employee's hourly rate.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 46261. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

“That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers’ Compensation:

Workers’ Compensation coverage shall be maintained covering contractor/renter’s employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability:

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
 - i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

SA-082-16FT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

LESLIE KRISTEN INTERIORS, INC.

2. The term of this Agreement is: **04/01/16** through **08/26/16** FED ID: **[REDACTED]**

3. The maximum amount of this Agreement is: **\$90,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To Provide Set Design, Thematic Décor and Exhibition Display Services. See Page 2 for additional details.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Check mark one item below as Exhibit D:

☒
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 8 – 11

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 12 – 14

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

LESLIE KRISTEN INTERIORS, INC.

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Leslie K. Trasport

ADDRESS

**712 N. Harbor Blvd., Fullerton, CA 92832
(714) 525-9197**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

To work under the direction of the staff designee in the following operational areas & elements:

OC PROMENADE

Contractor shall collaborate with District staff on design, space planning, layout, procurement, materials, exhibitry, facades, signage, props, stage, exhibition and demonstration areas for a 20,000 sq. ft span structure to compliment and tie in with OC Fair theme and Culinary program. Organize, assess, refurbish, set up and install District-owned and rental props, exhibitry, sets, material and décor.

LIVESTOCK

Contractor shall design and decorate various areas of the OC Fair's Livestock area in Agriculture related theme with the intention of educating the public.

- a. Show Ring: Contractor shall design and decorate for OC 4-H and FFA shows using fair theme and agriculture theme
- b. Banners: Working with the District's Creative Services department, Contractor shall design, order and expedite the banner creation, production, and installation process.
- c. Mobile Commodity Carts: Contractor shall paint, refurbish, update, additional redesign, and repair approximately thirteen (13) commodity carts
- d. Exterior entrances: (Show ring, Livestock exhibit tent, public entrance) Fair theme and agriculture related design and welcome exhibits/facades and props. Design, assemble, procure, manage, install and maintain
- e. Bird Barn: Contractor shall create new design of Bird Barn exhibit to include window treatment and décor, exhibit décor, wall and ceiling décor. All elements to be re-furnished and assembled. Work with the OC Game Bird Society in developing an exhibit that suits and compliments their needs, educates the public and ties in with and compliments Fair theme. Focus on educating the public on game birds with displays, signage, banners and exhibits.
- f. Urban Chicken Exhibit: Contractor shall design and build chicken coop set up for public viewing and education. Exhibit must be suitable for housing animals safely and humanely while meeting the needs and requirements of the exhibitors. Design, prepare, install and maintain educational information for public viewing.
- g. Livestock office lawn: Exhibit area includes district owned and rental props, seating area, static outdoor exhibit elements. District owned props to be assessed and refurbished for display and public use (ex: paint, repair, replacement of decorative and operational elements); design and create static agriculture theme outdoor display using district owned and rental props.
- h. Oxen exhibit: Contractor shall incorporate livestock themed design to include plants, table covering and signage.
- i. Auction ring: Contractor shall design, decorate and maintain auction ring prior to and after events.
- j. Rotating animal and agriculture themed exhibits: Contractor shall plan, prepare, plan space usage, design and decorate areas as rotating exhibits move in/out for the duration of fair. Plan, create, install and remove signage appropriate to exhibits. Plan usage, installation and removal of district owned and rental props and rental plants.

CENTENNIAL FARM

Contractor shall consult on design and decorate the OC Fair's Centennial Farm areas in Agriculture related theme with the intention of educating the public.

- a. Garden & Floral Exhibit: Contractor shall paint, refurbish, update, additional redesign, and repair existing décor and exhibit materials, re-create central display to incorporate 2016 OC Fair and agriculture themes
- b. Floral Gallery: Contractor shall provide consultation and make recommendations on design, color concepts, exhibitry and props to compliment program.



HOME ARTS

Contractor shall provide consultation and make recommendation on design, color concepts, exhibitry and props to compliment Home Arts and Crafts programs.

The District reserves the right to terminate any contact 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:

To pay Contractor a total amount not to exceed (NTE) NINETY THOUSAND DOLLARS (\$90,000.00) at a rate of NINETY DOLLARS (\$90.00) per hour. The NTE amount is the maximum amount billable on this Agreement, Contractor shall only invoice for actual hours worked as directed by the District.

To reimburse Contractor for materials purchased with written authorization from the District. Contractor shall not be authorized to seek reimbursement for materials without a receipt and written authorization to purchase by the District.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made within 30 days of receipt of a proper invoice. Invoices shall reflect actual number of hours worked provided. Invoices are to be itemized and contain the District's Purchase Order (PO) number 46240. Invoices may be sent via email to AP@ocfair.com or mailed/delivered as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

“That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
 - i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-083-16IO

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
 CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE % ☒ N/A ☐ GFE
☐ Late reason
☐ Public Works Contractor's License
☐ Exempt from bidding

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District.****32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor.****IPC INDUSTRIES, INC. DBA PRESTIGE GOLF CARS**2. The agreement term is from **04/01/16** through **08/22/16**3. The maximum amount payable is \$ **5,005.00** pursuant to the following charges:Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **5,005.00** (Attach list if applicable.)4. Payment Terms (**Note:** All payments are in arrears.) ☐ ONE TIME PAYMENT (Lump sum) ☒ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Electric Cart Rental**

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC* **610** ☐ GIA* *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Vice President, Business Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

IPC INDUSTRIES, INC. DBA PRESTIGE GOLF CARS

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Mike Highsmith

ADDRESS

27230 Madison Ave. Suite C-2, Temecula, CA 92590

FUND TITLE

Operating

ITEM

Distribution

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide three (3) four (4) Passenger Electric Flatbed Carts (“Units”) to the 32nd District Agricultural Association, OC Fair & Event Center (“District”),
2. To provide the Units as specified in this Agreement and according to the specifications in IFB #CR-06-16.
3. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated for any rental period that is less than one full month (30 days) rental. Daily proration is determined by dividing monthly rate by thirty (30) days. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
4. The rental rate and “one-time fees” submitted in Contractor’s quote submitted in response to IFB #CR-06-16 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 three units (3) Units.

Category	Item Type	Quantity	Item Description	Deliver	Pick-Up	Preferred Delivery Time	Unit Cost	Total Cost
CART - ELECTRIC	Flatbed	2	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights - Notes: No Top	04/01/16	08/22/16	am	455.-	4550.-
CART - ELECTRIC	Flatbed	1	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	04/01/16	04/21/16	before noon	455.-	455.-

5. Invoices shall be submitted at the end of each monthly billing cycle and the District shall submit payment within thirty (30) days of completion of services herein required and upon receipt of proper invoice.
6. All deliveries and pick-ups shall take place between the hours of 7:00 a.m. to 3:00 p.m. Monday through Thursday and 6:00 a.m. to 2:00 p.m. on Fridays unless otherwise directed by the District.
7. Contractor will be charged a twenty dollar (\$20.00) fee per day for each piece of equipment not removed from the premises on the specified pick-up date, unless mutually agreed upon in writing by both Contractor and District.
8. Contractor is to service Units prior to delivery to the District, including, but not limited to, checking and filling oil, water, fuel and battery levels, as applicable, according to manufacturer-recommended capacity and performing similar actions to ensure all Units arrive clean and in proper working condition.
9. Units shall be in good condition, free of sharp edges, tears and/or excessive dings or scratches.
10. Contractor is responsible for conducting all preventative maintenance during the rental period
 - a. All preventative maintenance shall be scheduled between the hours of 7:00 a.m. to 3:00 p.m. Monday through Thursday and 6:00 a.m. to 2:00 p.m. on Fridays except during the 2016 OC Fair.



EXHIBIT A – SCOPE OF WORK (CONT.)

- b. All preventative maintenance during the 2016 OC Fair, which takes place July 15 through Aug 14, shall be scheduled for Monday and Tuesday only, between the hours of 7:00 a.m. to 3:00 p.m.
11. Contractor shall call the District's Maintenance Department a minimum of 24 hours prior to intended maintenance date to confirm the services/items, including, but not limited to, replacing batteries, spark plugs, fluids, and oil changes.
12. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor.
13. If Units cannot be repaired within the requested time frame, a replacement Unit must be provided at no additional rental, freight or other cost to the District.
14. Service person/delivery driver shall check in with District Maintenance Department prior to beginning any services, repairs, or deliveries/pick-ups.
15. All Units shall be inspected by a District representative upon delivery and pick-up.
 - a. Contractor's driver shall wait while the Units are inspected and shall sign off on the inspection report
16. The District shall not be responsible for paying for damage(s) to Units except if caused directly by the District.
 - a. "Service fees" shall not be charged to the District for repair service calls for damage cause by either the District and/or Contractor.
17. Contractor shall bear all responsibility for theft, damage, injury, or death arising during the Contractor's delivery and pick-up.
18. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide Contractor access for delivery and pick-up of the Units.
2. To cover the cost of parts and labor for Unit repairs resulting from damage caused directly by the District.
3. Will not be responsible for paying for damage(s) to Units, except if caused directly by the District.
4. Will not pay "Service Fees" for any repair service calls
5. If equipment to be picked-up is not fully charged and unable to be loaded, Contractor must notify the District's Facilities Office immediately. The District will pay one (1) additional day's rental on equipment, but will not be responsible for paying for battery replacement.
6. To change flat tires if Contractor does not have a representative onsite at the time of required service.
7. To notify Contractor of service calls for repairs as soon as practicable. The Units requiring repair shall be kept in the District's Maintenance Yard for Contractor accessibility.
8. To provide insurance to cover loss or damage occasioned by fire, theft, flood, explosion, accident or any other cause that may occur to the rental Units while in the sole possession of the District during the term of this Agreement. The District shall provide evidence of coverage issued by the California Fairs Service Authority for General Liability and Workers Compensation, and evidence of coverage issued by the State of California Department of General Services for Motor Vehicle Liability.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted at the end of each rental month.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45254. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE)

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

WILLIAMS SCOTSMAN, INC.

2. The term of this Agreement is: **04/01/16** through **12/31/18** FED ID: **[REDACTED]**

3. The maximum amount of this Agreement is: **\$215,437.56**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To rent seven (7) 40' x 12' restroom trailers with ADA ramps and skirting for the 2016, 2017, and 2018 OC Fair w/ two (2) option years.** Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12

☒ GSPD-401 Non-IT Commodities*

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13 – 15

Exhibit F – Restroom Trailer Unit Specifications (Attached hereto as part of this agreement) Pages 16 – 17

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.documents.dgs.ca.gov/pd/modellang/NonITGeneralProvisions100305.pdf>

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.)

WILLIAMS SCOTSMAN, INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Donna Finnerty, Contracts Administrator

ADDRESS

**11811 Greenstone Avenue, Santa Fe Springs, CA 90670
(800) 782-1500**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent to the District seven (7) 44' x 12' (40' x 12' box) restroom trailers with ADA ramps and skirting ("equipment", "trailers", or "units") at the rates indicated in Contractor's quote #623997 dated February 18, 2016 hereby incorporated into this Agreement by reference.
2. To provide the rental restroom trailer units according to the following delivery and pick-up dates for 2016. The District shall provide delivery and pick up dates for 2017 and 2018 no later than thirty (30) days before delivery.

1	EACH	12' x 40' Restroom Trailer - Per Bid Spec Sheet	Bid Spec Sheet	Livestock Lane	06/23/16	08/19/16
1	EACH	12' x 40' Restroom Trailer - Per Bid Spec Sheet	Bid Spec Sheet	Gate 4.5	06/23/16	08/22/16
1	EACH	12' x 40' Restroom Trailer - Per Bid Spec Sheet	Bid Spec Sheet	Family Fair Way	06/23/16	08/22/16
2	EACH	2 @ 12' x 40' Restroom Trailer- Per Bid Spec Sheet	Bid Spec Sheet	Midway Restroom	06/28/16	08/24/16
1	EACH	12' x 40' Restroom Trailer - Per Bid Spec Sheet	Bid Spec Sheet	Fair Square	07/11/16	08/19/16

The restroom trailer for Gate 4.5 shall be the double floorplan style, while the other five (5) shall be the single floorplan style. (See Exhibit F)

3. The rental rate is inclusive of all equipment, fuel, materials, tools, and labor necessary for the delivery, installation, removal and pick-up of trailers.
4. The restroom trailers shall be delivered and installed between 8:00 a.m. to 2:30 p.m. unless otherwise directed by the District.
5. The restroom trailers shall be removed and picked up between 8:00 a.m. to 2:30 p.m. unless otherwise directed by the District.
6. Contractor has certified restroom trailers are compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
7. All units shall meet state of California ADA specifications.
8. All units shall have hard, pipe sewer connections (no holding tanks). Each unit shall have readily identifiable stub-outs for plumbing fixtures and either a plumbing tree in place, ready for hook-up, or one that is pre-fabricated, ready to install and hook up.
9. District staff shall be responsible for connecting and disconnecting plumbing upon trailer installation and removal.
10. Contractor shall be responsible for trailer placement, and installation and removal of all decking, ramps, stairs, seismic ties, etc.
11. The restroom trailers shall occupy various locations within District property and shall consist of two (2) unique floor plans, as specified herein on attached Exhibit F. Contractor warrants that any equipment shall not differ from the exact requirements found in RFP # RT-03-16 hereby incorporated into this Agreement by reference. In the event that equipment does not conform to the foregoing requirements, Contractor agrees to reimburse the District for any costs incurred to modify the equipment so it conforms.
12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To bear responsibility for connecting and disconnecting plumbing upon trailer installation and removal.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required at end of each monthly billing cycle and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 46270. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GSPD-401

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE)

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

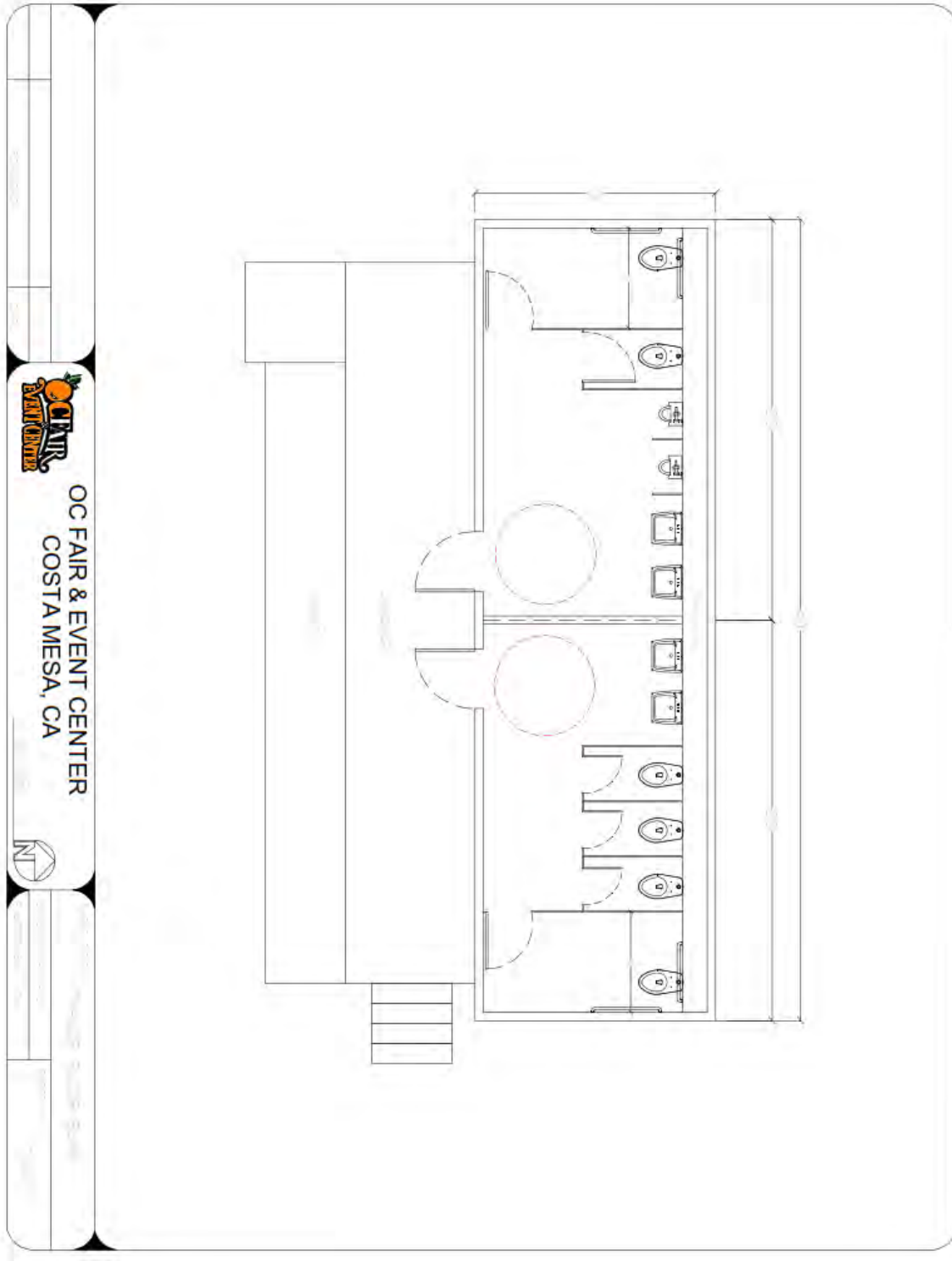
III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

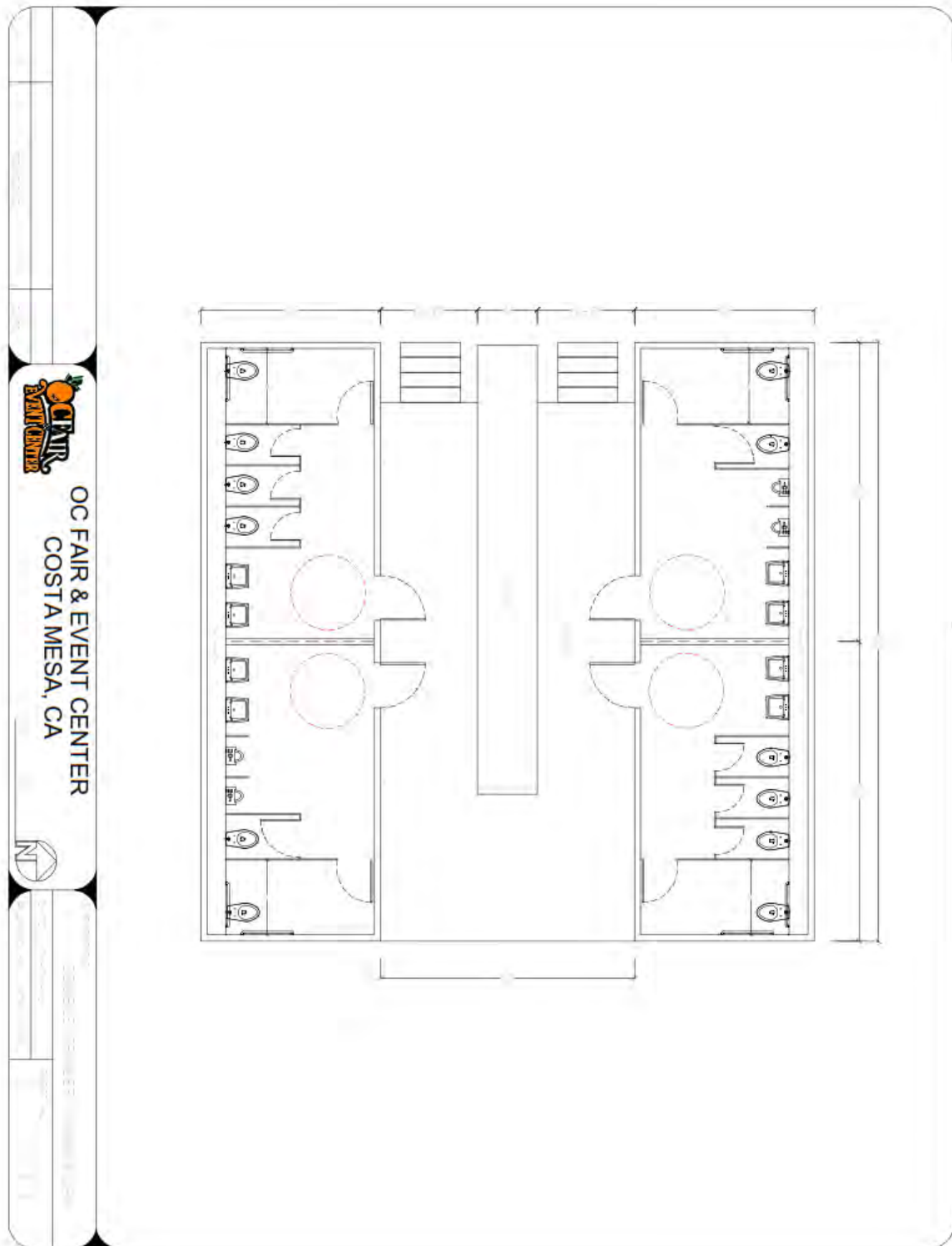
-End Exhibit E-

EXHIBIT F – RESTROOM TRAILER UNIT SPECIFICATIONS

Floor Plan Style (Single)



Floor Plan Style (Double)



AGREEMENT NUMBER

SA-090-16FT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

ORANGE COUNTY TRANSPORTATION AUTHORITY

2. The term of this **07/15/16** through **08/14/16**
Agreement is:

3. The maximum amount **\$50,000.00 IN-KIND TRADE**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide OC Fair Express shuttle services for the 2016 OC Fair. See Page 2 for additional Scope of Work.**

Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 4 – 6

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 7 – 10



Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 11 – 13

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

ORANGE COUNTY TRANSPORTATION AUTHORITY

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Virginia Abadessa, Director of CAMM

ADDRESS

**550 South Main Street, Orange, CA 92863-1584
(714) 560-6282**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Vice President, Business Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide OC Fair Express bus service from (9) established locations in Orange County (Huntington Beach, Santa Ana, Anaheim, San Juan Capistrano, Fullerton, Laguna Hills, Orange, Irvine and Anaheim/ ARTIC)
- B. To include a joint, mutually approved District & Contractor marketing campaign on all marketing efforts.
- C. To secure advance District approval on all marketing/advertising materials using the District's name and logo.
- D. To distribute one (1) approved discount coupon to each person that rides the OC Fair Express bus to the OC Fair.
- E. To provide the District with daily numbers of the amount of riders and the location from which they originated.
- F. To coordinate in advance all shuttle operations on District property with the District.
- G. To cover printing costs for 18,000 coupons (approximately \$500).

DISTRICT AGREES:

- A. To honor the established discount coupon (\$3.00 general admission for all OC Fair Express riders – valid Friday through Sunday) that has been pre-approved by the District.
- B. To provide daily ticket redemption numbers for coupons used during the OC Fair.
- C. To provide the Contractor's shuttle a reasonable on-site shuttle stop near the Yellow gate and circulation within the parking lots.
- D. To provide a dedicated banner ad on the OC Fair Express service on ocfair.com.
- E. To include a joint, mutually approved District and Contractor marketing campaign.
- F. To cover printing costs for 75,000 coupons.
- G. To provide 93,000 discount coupons to OCTA for distribution to riders of the OC Fair Express.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Not Applicable

PAYMENT PROVISIONS:

There are no payment provisions, as this is a trade value contract.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

The 32nd District Agricultural Association agrees, to the fullest extent permitted by law, to defend, to indemnify and hold harmless the Coast Community College District, its Colleges, its Board of Trustees, officers, directors and employees from any and all claims, suits, actions, damages, judgments and costs, including reasonable attorney's fees.

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 assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

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 E – INSURANCE REQUIREMENTS (CONT.)

5. Certificate Holder:

- a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
 - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
- b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

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).



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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)

RAS AMANDA

AGREEMENT NUMBER

SA-091-16FT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

STATEWIDE SEATING & GRANDSTANDS, INC.

2. The term of this Agreement is: **04/01/16** through **03/31/19** **FED ID: [REDACTED]**
w/ two (2) one (1) year options to renew
3. The maximum amount of this Agreement is: **\$186,146.00**
\$314,945.00 w/ 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 rental bleachers for the OC Fair & Event Center.**
See Page 2 for additional Scope of Work.

Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 4 – 6

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 7 – 10



Form GSPD-401 Non-IT Commodities*

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 11 – 13

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.documents.dgs.ca.gov/pd/modellang/NonITGeneralProvisions100305.pdf>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

STATEWIDE SEATING & GRANDSTANDS, INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Amanda Daniels, Vice President

ADDRESS

P.O. Box 99031, San Diego, CA 92169
(619) 239-4040

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

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 rental bleachers at the Action Sports Arena. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
2. To set up rental bleachers beginning April 25, 2016. Installation shall be completed no later than May 6, 2016. Set up dates for 2017, 2018, and option years will be provided no later than thirty (30) days before delivery is required.
3. To dismantle and remove rental bleachers upon notification from the District. It is anticipated bleachers will be available for removal beginning October 9, 2016. Removal dates for 2017, 2018, and option years will be provided no later than thirty (30) days before pickup is required.
4. To coordinate precise delivery and removal times with the District prior to arrival onsite.
5. To furnish all materials and labor necessary to construct temporary bleachers, and bear responsibility for the structural integrity of the installation.
6. To work with District staff in developing a final layout for temporary bleachers.
7. Temporary bleachers shall be installed according to the following specifications:
 - a. Turns 1 & 2: 60' long x 16-row grandstand elevated 40" with a 5' wide x 70' long front walkway and two (2) stairways, accommodating seating for 534 people.
 - b. Turns 3 & 4: 60' long x 11-row grandstand elevated 40" with a 5' wide x 70' long front walkway and two (2) stairways, accommodating seating for 400 people.
 - c. Back Straight Away: 145' long x 16-row grandstand elevated 40" with three (3) front loading stairways with 8' x 40' ADA platform and ramp, accommodating seating for 1,388 people.
 - d. Turns 3 & 4 and on Back Straight Away shall have an additional 780 seats installed according to final direction and exact locations provided by the District.
8. Temporary bleachers shall be ADA compliant and meet all Federal & California Health and Safety Code Regulations.
9. Temporary bleachers shall have a 12" rise.
10. Temporary bleachers to be constructed of wood decks, aluminum seats and steel rails with 4" picket across the back and around the sides.
11. To install Trex Decking, which is used as a synthetic wood replacement for footings, if deemed necessary by Contractor or required by the District, at no extra cost to the District.
12. In addition to the foregoing temporary bleachers, the Contractor shall provide:

Quantity	Unit of Measure	Item Description	Location	Delivery	Pick-Up	Preferred Delivery Time
2	EACH	60' x 11 Rows of Seating 125	Pig Races - Livestock	07/11/16	08/15/16	No Preference
8	EACH	Non-Elevated Bleachers 15' x 6 Rows/45 Seats (11' deep)	ASA (Ma'Ceo)	07/19/16	07/24/16	Afternoon
2	EACH	15' x 5 Rows (9' deep)	ASA (Ma'Ceo)	07/19/16	07/24/16	Afternoon

Delivery and pickup dates for 2017, 2018 and option years shall be provided no later than 30 days before anticipated delivery.

13. To submit initial invoice at the cost of THIRTY EIGHT THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS (\$38,397.00). Invoice shall be submitted at the conclusion of the first full month of rental (May 2016).



14. To invoice the District ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) in May, SIXTEEN THOUSAND THREE HUNDRED THIRTY DOLLARS (\$16,330.00) in July, THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) in August, and SIXTEEN HUNDRED DOLLARS (\$1,600.00) for temporary bleacher rentals. Invoices shall be submitted at the conclusion of each rental month.

An invoice schedule for 2017, 2018, and option years shall be provide no later than 30 days before anticipated delivery.

15. The District reserves the right to terminate any contract at any time 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 District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To pay Contractor a total amount not to exceed as follows:

Total Price 2016:	\$61,127.00
Total Price 2017:	\$62,044.00
Total Price 2018:	\$62,975.00
Total Price 2019:	\$63,920.00
Total Price 2020:	\$64,879.00

2. Payment shall be made Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account # (Year One): 5220-30 \$35,928.00
5220-70 \$25,199.00

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and include the District's Purchase Order (PO) number 46282. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE)

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-037-16GE

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

THE MAGIC OF FRANK THURSTON

2. The term of this **07/15/16** through **08/14/16** **FED ID:** XXXXXXXXXX
Agreement is

3. The maximum amount of this **\$900.00 Amendment**
Agreement after this amendment is: **\$15,700.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #037-16GE, dated March 3, 2016 between the District and The Magic of Frank Thurston is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to include an additional NINE HUNDRED DOLLARS (\$900.00) for the accommodation buy out.

DISTRICT AGREES:

1. To pay Contractor a total sum not to exceed FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$15,700.00) upon satisfactory completion of work herein required.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

THE MAGIC OF FRANK THURSTON

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank Thurston, Magician

ADDRESS

11806 Willow Park Way, Bakersfield, CA 93311
(877) 624-4238

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, Vice President, Operations or
Michele Richards, Vice President, Business Development

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R____ A____ F____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-21-14GE

AMENDMENT NUMBER

#3

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

KELLY ASSOCIATES MANAGEMENT GROUP LLC

2. The term of this

Agreement is

01/13/14

through

12/31/16FED ID: 

3. The maximum amount of this **\$12,960.00 Amendment**
 Agreement after this amendment is: **\$56,160.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #21-14GE, dated December 20, 2013, between the District and Kelly Associates Management Group LLC is hereby amended as follows:

1. The original contract shall be amended to provide additional post-deliverable services, as requested by the District, to support efforts that may result from Organizational Needs Assessment by extending the contract termination date to December 31, 2016.

1. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

KELLY ASSOCIATES MANAGEMENT GROUP LLC

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

William R. Kelly, President/CEO

ADDRESS

**1440 North Harbor Boulevard, Suite 900, Fullerton, CA 92835
(714) 837-7502****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
 Department of General Services
 Use Only

☐ Exempt per:

APRIL 2016 BOARD OF DIRECTORS MEETING						
2016 RENTAL AGREEMENTS						
RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-003-16	Orange County Beekeepers Association	Orange County Beekeepers Association Meetings	Meeting	Silo Building	01/01/16-12/31/16	\$80.00 per club meeting; \$120.00 per additional meetings
R-022-16	Southern California District of the United Pentecostal Church	So Cal District of the United Pentecostal Church - Camp Meeting	Camp Meeting	Costa Mesa Building, The Hangar	06/14/16-06/18/16	\$19,841.50
R-024-16	Southern California Sanitary Supply Association	Southern California Sanitary Supply Association Cleaning Expo 2016	Sanitary Supplies Trade Show	The Hangar	05/04/16-05/05/16	\$9,899.50
R-068-16	County of Orange, Sheriff Coroner Department	Mass, Reception, Care and Shelter Site - As Required During Major Emergencies	Major Emergency	All Grounds	01/01/16-12/31/16	Fee Waived
R-070-16	N-Effect Productions	Tesoro High School Grad Night 2016	Grad Night	Costa Mesa Building	06/09/16-06/10/16	\$8,170.00
R-073-16	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	08/18/16-08/22/16	\$79,304.50
R-074-16	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	11/22/16-11/28/16	\$83,149.50
R-075-16	TMT Productions, LLC dba Night Run Nation	Night Run Nation	5k Run	Facility 5K Course, Main Mall, OC Promenade	04/01/16-04/03/16	\$36,669.50
R-076-16	Orange County Science and Engineering Fair	Orange County Science and Engineering Fair	Science Fair	Huntington Beach Building	04/11/16-04/17/16	Payment: \$6,946.50 In-Kind Trade: \$20,596.00
R-080-16	Southern California Marine Aquarium Society	Reef-A-Palooza	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	11/18/16-11/21/16	\$27,499.50
R-081-16	Sand Sports Super Show	Sand Sports Super Swap - Off-Road & Motorcycle Swap Meet	Swap Meet	Parking Lot I	04/09/16-04/10/16	\$4,936.00
R-082-16	Orange County Wine Society	Orange County Wine Society - Wine Auction	Wine Auction	Huntington Beach Building	04/09/16	\$2,914.00
R-090-16	Herpetorama, Inc.	Repticon	Animal / Consumer Show	Los Alamitos Building	11/11/16-11/13/16	\$15,981.50
R-096-16	Home Builders Council	HBC Design / Build Competition - Imaginology	Home Builders Competition	1/2 Festival Asphalt	04/13/16-04/17/16	\$1,480.00; In-Kind Trade: \$9,911.00
R-099-16	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show	The Hangar	08/26/16-08/29/16	\$15,341.50
R-101-16	GP Sandy	Hyundai Ride & Drive	Ride and Drive	Festival Fields - Apshalt, Huntingtong Beach Building , 1/2 Parking Lot I	03/29/16-04/06/16	\$56,207.50
R-102-16	Event Solutions International	FCA Tech Support - Chrysler Pacifica	Car Storage and Preparation	Covered Arena	03/02/16-03/22/16	\$66,285.00
R-104-16	MOBILEMONEY, Inc.	TO PROVIDE AND MAINTAIN ATM MACHINES	ATM Services	Various locations, as indicated in Exhibit "A"	06/01/16-05/31/17	Not less than 58% of all customer surcharge transaction processing fees
R-105-16	The OC Marathon	The OC Marathon	Marathon	Campground, Costa Mesa Building, Country Meadows, Crafters Village, Main Mall, Park Plaza, Santa Ana Pavilion, Streets	04/27/16-05/02/16	\$100,000 Minimum (\$78,729.50 Payable by April 1, 2016)
FT-024-16	Danko Rest. Corp dba Devilicious Food Trucks	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-040-16	Mess Hall Canteen, Inc.	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-048-16	LA Cravers, LLC dba Tokyo Doggie Style	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Beekeepers Association** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2016 and ending December 31, 2016
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:
See Exhibit A
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Orange County Beekeepers Association Meetings
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$80.00 per month – Monthly Club Meeting
\$120.00 per additional meetings
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Beekeepers Association
2818 E. Collins Avenue
Orange, CA 92867

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Christine Ferrian, President**Title: Michele Richards, V.P. Business Development**

AGREEMENT: R-003-16
DATED: April 12, 2016
WITH: Orange County Beekeepers Association
PHONE: (949) 922-6986

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 contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- **To conduct monthly meetings on the first Tuesday of the month (*see dates below*) between January and June, resuming in September through December. Furthermore, a meeting is scheduled for the last Tuesday in June to provide accommodation for July date unavailable prior to the 2016 OC Fair and an additional meeting will be held on the first Friday in September. Monthly OCBA Board 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 5th, February 2nd, March 1st, April 5th, May 3rd, June 7th, June 15th, September 6th, September 9th,
October 4th, November 1st, December 6th**

- That all members and patrons of OCBA will enter the property at the Main Gate, off Fair Drive and enter through the Centennial Farm Gate on Monday through Friday. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of OCBA can access the property at Gate 4 off of Arlington Drive.
- That parking around the building will not be permitted. Staff and members will be 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 OCBA supplies and equipment after each meeting. Renter understands that there is no storage space available for OCBA equipment.
- To leave the facilities in the 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 OCBA 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 the 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 the entire duration of the annual OC Fair.

32nd District (OCFEC) will provide:

- Tables and chairs for the monthly meeting.
- Access to the Centennial Farm Gate and Silo Building.
- Booth space in the Centennial Farm area during the annual OC Fair.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$560.00 is due on or before January 4, 2016 for the period covering January through June.

Payment of \$440.00 is due on or before July 1, 2016 for the period covering September through December.

A \$25.00 late fee will be added if payment is not received by tenth (10th) day of the applicable following calendar month.

REVIEWED _____

DATE April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California District of the United Pentecostal Church** 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 14 - 18, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

So Cal District of the United Pentecostal Church - Camp Meeting

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$19,841.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Southern California District of the United Pentecostal Church
28780 Old Town Front Street #D5
Temecula, CA 92590

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Tom Durance, District Secretary**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	So Cal District of the United Pentecostal Church - Camp Meeting	Contract No:	R-022-16
Contact Person:	Tom Durance	Phone:	(951)-795-2315
Event Dates:	06/15/2016 - 06/17/2016	Hours:	Wednesday Service: 6:00 PM - 9:30 PM Thursday/Friday Service: 9:00 AM - 12:30 PM 6:00 PM - 9:30 PM

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 2,400

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	06/14/2016 02:00 PM - 10:00 PM	Move In	825.00
Wednesday			
Costa Mesa Building (#10)	06/15/2016 06:00 PM - 09:30 PM	Event	500.00
The Hangar	06/15/2016 06:00 PM - 09:30 PM	Event	*2,805.00
Thursday			
Costa Mesa Building (#10)	06/16/2016 09:00 AM - 09:30 PM	Event	500.00
The Hangar	06/16/2016 09:00 AM - 09:30 PM	Event	*2,805.00
Friday			
Costa Mesa Building (#10)	06/17/2016 09:00 AM - 09:30 PM	Event	500.00
The Hangar	06/17/2016 09:00 AM - 09:30 PM	Event	3,300.00
Saturday			
The Hangar	06/18/2016 06:00 AM - 12:00 PM	Move Out	No Charge

Total: 11,235.00

*15% 501(c)(3) discount has been applied. Nonprofit verification must be submitted to OCFEC upon signing of Agreement.

-Move out must be completed by 12:00 Noon on Saturday - June 18, 2016 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Camlock	Estimate 1	1.00 EA	25.00 EA	25.00
Dumpster	Estimate 24	24.00 EA	18.00 EA	432.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,225.00 EVT	1,225.00
Folding Tables	Estimate 1	1.00 EA	15.00 EA	15.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Portable Electronic Message Board	06/15/2016 - 06/17/2016	2.00 EA	75.00 EA/DAY	450.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Total: 2,447.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
Janitorial Attendant	Estimate 8 Hours (Showers)	8.00 HR	20.00 HR	160.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Wednesday				
Grounds Attendant Lead	06/15/2016 04:00 PM - 09:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/15/2016 05:00 PM - 09:30 PM	1.00 EA	20.00 HR	90.00
Janitorial Attendant	06/15/2016 04:00 PM - 09:30 PM	3.00 EA	20.00 HR	330.00
Thursday				
Grounds Attendant Lead	06/16/2016 07:00 AM - 12:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/16/2016 08:00 AM - 12:30 PM	1.00 EA	20.00 HR	90.00
Janitorial Attendant	06/16/2016 07:00 AM - 12:30 PM	3.00 EA	20.00 HR	330.00

EXHIBIT A

Event Information					
Grounds Attendant Lead	06/16/2016 04:00 PM - 09:30 PM	1.00	EA	30.00 HR	165.00
Grounds Attendant	06/16/2016 05:00 PM - 09:30 PM	1.00	EA	20.00 HR	90.00
Janitorial Attendant	06/16/2016 04:00 PM - 09:30 PM	3.00	EA	20.00 HR	330.00
Friday					
Grounds Attendant Lead	06/17/2016 07:00 AM - 12:30 PM	1.00	EA	30.00 HR	165.00
Grounds Attendant	06/17/2016 08:00 AM - 12:30 PM	1.00	EA	20.00 HR	90.00
Janitorial Attendant	06/17/2016 07:00 AM - 12:30 PM	3.00	EA	20.00 HR	330.00
Grounds Attendant Lead	06/17/2016 04:00 PM - 09:30 PM	1.00	EA	30.00 HR	165.00
Grounds Attendant	06/17/2016 05:00 PM - 09:30 PM	1.00	EA	20.00 HR	90.00
Janitorial Attendant	06/17/2016 04:00 PM - 09:30 PM	3.00	EA	20.00 HR	330.00
Clean Up					
Grounds Attendant	Estimate 7 Hours	7.00	HR	20.00 HR	140.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	20.00 HR	160.00
Electrician	Estimate 1 Hour	1.00	HR	50.00 HR	50.00
<u>Event Sales & Services</u>					
Event Coordinator	06/15/2016 05:00 PM - 10:00 PM	1.00	EA	40.00 HR	200.00
Event Coordinator	06/16/2016 05:00 PM - 10:00 PM	1.00	EA	40.00 HR	200.00
Event Coordinator	06/17/2016 05:00 PM - 10:00 PM	1.00	EA	40.00 HR	200.00
<u>Parking</u>					
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
<u>Outside Services</u>					
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50	HR	263.00 HR	394.50
Total:					5,159.50

Summary

Facility Rental Total	\$11,235.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,606.50
Refundable Deposit	\$1,000.00
Grand Total:	\$19,841.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/13/2016	\$9,920.75
Second Payment	05/13/2016	\$9,920.75
Total:		\$19,841.50
Payment Total:		\$19,841.50

Please Remit Payment in * Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce 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

CAMPING

Camping will be charged at \$35.00 per RV/per day and \$20.00 per tent/per day. OCFEC Safety & Security Department will register campers, collect fees and issue permits.

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 **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California Sanitary Supply Association** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 4 - 5, 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:

Southern California Sanitary Supply Association Cleaning Expo 2016

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$9,899.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Southern California Sanitary Supply Association
18017 Chatsworth Street, Suite 341
Granada Hills, CA 91344

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Robert Barngrover, Secretary**Title: Michele A. Richards, V.P Business Development**

EXHIBIT A

Event Information

Event Name:	Southern California Sanitary Supply Association Cleaning Expo 2016	Contract No:	R-024-16
Contact Person:	Robert Barngrover	Phone:	(714) 231-9302
Event Dates:	05/05/2016	Hours:	9:00 AM - 2:00 PM

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	05/04/2016 12:00 PM - 05:30 PM	Move In	1,650.00
Thursday			
The Hangar	05/05/2016 09:00 AM - 02:00 PM	Event	3,300.00

-Move out must be completed by 11:59 PM on Thursday - May 5, 2016 to avoid additional charges. Total: 4,950.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	05/05/2016	1.00 EA	125.00 EA/DAY	125.00
20 Amp Drop	Estimate 3	3.00 EA	25.00 EA	75.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
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	500.00 EVT	500.00
Portable Electronic Message Board	05/05/2016	2.00 EA	75.00 EA/DAY	150.00
Public Address System (<i>Per Building</i>)	05/05/2016	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Router	05/05/2016	1.00 EA	75.00 EVT	75.00
Total:				1,770.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	05/05/2016 08:00 AM - 02:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	05/05/2016 08:00 AM - 02:00 PM	1.00 EA	20.00 HR	120.00
Janitorial Attendant	05/05/2016 08:00 AM - 02:00 PM	2.00 EA	20.00 HR	240.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Parking				
Parking Attendant Lead	05/04/2016 11:00 AM - 05:00 PM	1.00 EA	30.00 HR	180.00
Parking Attendant	05/04/2016 11:00 AM - 05:00 PM	1.00 EA	20.00 HR	120.00
Safety & Security				
Security Attendant - Overnight	05/04/2016 06:00 PM - 05/05/2016 07:30 AM	1.00 EA	20.00 HR	270.00
Technology				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
Outside Services				
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
Insurance				
S.E.L.I. Insurance	05/05/2016	1.00 EA	95.00 DAY	95.00
<i>(Includes coverage for move in and move out periods listed on Rental Agreement)</i>				
Total:				2,179.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$4,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,949.50
Refundable Deposit	\$1,000.00

Grand Total: \$9,899.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	04/04/2016	\$4,949.75
Second Payment	04/20/2016	\$4,949.75

Total: \$9,899.50

Payment Total: \$9,899.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **County of Orange, Sheriff - Coroner Department** 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: **To provide buildings and ground areas at the OC Fair & Event Center based upon availability and specific needs.**

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Mass Reception, Care and Shelter Site - As Required During Major Emergencies

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Fee Waived

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.

County of Orange
Sheriff - Coroner Department
550 North Flower Street
Santa Ana, CA 92702-0449

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Sandra Hutchens, Sheriff-Coroner

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Mass Reception, Care and Shelter Site	Contract No:	R-068-16
Contact Person:	Sandra Hutchens	Phone:	(714) 628-7672
Event Dates:	01/01/2016 - 12/31/2016	Hours:	12:00AM - 11:59 PM Daily

Projected Attendance: 500 - 10,000

Facility Usage

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Anaheim Building (#16)	TBD	Shelter Site	Fee Waived
Costa Mesa Building (#10)	TBD	Shelter Site	Fee Waived
Huntington Beach Building (#12)	TBD	Shelter Site	Fee Waived
Los Alamitos Building (#14)	TBD	Shelter Site	Fee Waived
Main Mall	TBD	Shelter Site	Fee Waived
OC Promenade (The Span)	TBD	Shelter Site	Fee Waived
Parking Lot A	TBD	Shelter Site	Fee Waived
Parking Lot C	TBD	Shelter Site	Fee Waived
Parking Lot E	TBD	Shelter Site	Fee Waived
Parking Lot I	TBD	Shelter Site	Fee Waived
Santa Ana Pavilion (Parade of Products)	TBD	Shelter Site	Fee Waived
The Hangar	TBD	Shelter Site	Fee Waived

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **N-Effect Productions** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

June 9 - 10, 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:

Tesoro High School Grad Night 2016

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$8,170.00

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.

N-Effect Productions
26822 Vista Terrace
Lake Forest, CA 92630

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date _____

By _____ Date _____

Title: Kris Plourde, Chief Executive Officer**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Tesoro High School Grad Night 2016	Contract No:	R-070-16
Contact Person:	Kris Plourde	Phone:	(949) 230-4149
Event Date:	06/09/2016 - 06/10/2016	Hours:	Start: 06/09/2016 - 11:00 PM Conclude: 06/10/2016 - 5:00 AM

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday - Friday			
Costa Mesa Building (#10)	06/09/2016 04:00 PM - 11:00 PM	Move In	Included
Costa Mesa Building (#10)	06/09/2016 11:00 PM - 06/10/2016 05:00 AM	Event	4,100.00
Costa Mesa Building (#10)	06/10/2016 05:00 AM - 12:00 PM	Move Out	Included

-Move out must be completed by 12:00 Noon on Friday - June 10, 2016 to avoid additional charges. Total: 4,100.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (<i>Individual</i>)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	450.00 EVT	450.00
Portable Electronic Message Board	06/09/2016	2.00 EA	75.00 EA/DAY	150.00
Sweeper (<i>In-House</i>)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				990.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	06/09/2016 10:00 PM - 06/10/2016 05:00 AM	1.00 EA	30.00 HR	210.00
Grounds Attendant	06/09/2016 10:00 PM - 06/10/2016 05:00 AM	1.00 EA	20.00 HR	140.00
Janitorial Attendant (<i>Restroom & Trash</i>)	06/09/2016 10:00 PM - 06/10/2016 05:00 AM	2.00 EA	20.00 HR	280.00
Electrician	06/09/2016 10:00 PM - 06/10/2016 05:00 AM	1.00 EA	50.00 HR	350.00
Clean Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<u>Event Sales & Services</u>				
Event Coordinator	06/09/2016 10:00 PM - 06/10/2016 05:00 AM	1.00 EA	40.00 HR	280.00
<u>Parking</u>				
Parking Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
<u>Safety & Security</u>				
Security Attendant	06/09/2016 10:30 PM - 06/10/2016 05:30 AM	4.00 EA	20.00 HR	560.00
<i>(Safety & Security coverage is required for facility and/or emergency needs)</i>				
-One (1) parent/chaperone required for every thirty (30) students.				
<u>Outside Services</u>				
Amusement Ride Inspector	Estimate Only	1.00 EA	1,500.00 EVT	TBD
Total:				2,260.00

Summary

Facility Rental Total	\$4,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,250.00
Parking Buyout (<i>40 cars; students transported by bus</i>)	\$320.00
Refundable Deposit	\$500.00
Grand Total:	\$8,170.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment (25% of Facility Fee)	03/09/2016	\$1,025.00
Third Payment	04/08/2016	\$3,572.50
Fourth Payment	05/09/2016	\$3,572.50
	Total:	\$8,170.00
	Payment Total:	\$8,170.00

Please Remit Payment in *Check or Credit Card Only*

Any check payments 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.

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator two (2) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event. Additional costs to be determined.

OYATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PRIVATE SECURITY

N-Effects Productions is responsible for providing additional security personnel during the event and completing the Private Security Service Provider Agreement before the event begins.

SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. **All amplified music/sound must be limited to/contained inside the Costa Mesa Building (#10). Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, N-Effect Productions must comply with request. The Costa Mesa Building (#10) doors must remain closed after 10:00 PM to contain sound.**

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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

August 18 - 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:

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:

\$79,304.50

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

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Show Manager**Title: Kathy Kramer, Chief Executive Officer**

EXHIBIT A - August

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-073-16
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	08/20/2016 - 08/21/2016	Hours:	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>
Thursday			
Anaheim Building (#16)	08/18/2016 Not Available	Not Available	Not Available
Costa Mesa Building (#10)	08/18/2016 06:00 AM - 05:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	08/18/2016 06:00 AM - 05:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	08/18/2016 Not Available	Not Available	Not Available
OC Promenade (The Span)	08/18/2016 Not Available	Not Available	Not Available
Santa Ana Pavilion (Parade of Products)	08/18/2016 06:00 AM - 05:00 PM	Move In	850.00
Friday			
Anaheim Building (#16)	08/19/2016 05:00 AM - 07:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	08/19/2016 05:00 AM - 07:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	08/19/2016 05:00 AM - 07:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	08/19/2016 05:00 AM - 07:00 PM	Move In	1,350.00
Main Mall	08/19/2016 05:00 AM - 07:00 PM	Move In	750.00
OC Promenade (The Span)	08/19/2016 05:00 AM - 07:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	08/19/2016 05:00 AM - 07:00 PM	Move In	850.00
Saturday			
Anaheim Building (#16)	08/20/2016 09:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	08/20/2016 09:00 AM - 05:00 PM	Event	4,100.00
Huntington Beach Building (#12)	08/20/2016 09:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	08/20/2016 09:00 AM - 05:00 PM	Event	2,700.00
Main Mall	08/20/2016 09:00 AM - 05:00 PM	Event	1,500.00
OC Promenade (The Span)	08/20/2016 09:00 AM - 05:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	08/20/2016 09:00 AM - 05:00 PM	Event	1,700.00
Sunday			
Anaheim Building (#16)	08/21/2016 09:00 AM - 04:00 PM	Event	2,000.00
Costa Mesa Building (#10)	08/21/2016 09:00 AM - 04:00 PM	Event	4,100.00
Huntington Beach Building (#12)	08/21/2016 09:00 AM - 04:00 PM	Event	3,100.00
Los Alamitos Building (#14)	08/21/2016 09:00 AM - 04:00 PM	Event	2,700.00
Main Mall	08/21/2016 09:00 AM - 04:00 PM	Event	1,500.00
OC Promenade (The Span)	08/21/2016 09:00 AM - 04:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	08/21/2016 09:00 AM - 04:00 PM	Event	1,700.00
Monday			
Anaheim Building (#16)	08/22/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	08/22/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	08/22/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	08/22/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	08/22/2016 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	08/22/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/22/2016 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 - August 22, 2016 to avoid additional charges.

Total: 42,200.00

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 - August

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 EA	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>)	07/25/2016 - 08/21/2016	1.00	MTH	450.00 WK	Included
Portable Electronic Message Board	08/20/2016 - 08/21/2016	2.00	EA	75.00 EA/DAY	300.00
Public Address System (<i>4 Buildings</i>)	08/19/2016 - 08/21/2016	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

Total: 10,115.00

Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>					
Set Up					
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	20.00 HR	200.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	20.00HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00 HR	250.00
Event Day					
Grounds Attendant Lead	08/20/2016 08:00 AM - 05:00 PM	1.00	EA	30.00 HR	270.00
Grounds Attendant	08/20/2016 08:00 AM - 05:00 PM	2.00	EA	20.00 HR	360.00
Janitorial Attendant Lead	08/20/2016 08:00 AM - 05:00 PM	1.00	EA	30.00 HR	270.00
Janitorial Attendant	08/20/2016 08:00 AM - 05:00 PM	9.00	EA	20.00 HR	1,620.00
Electrician	08/20/2016 08:00 AM - 05:00 PM	1.00	EA	50.00 HR	450.00
Grounds Attendant Lead	08/21/2016 08:00 AM - 04:00 PM	1.00	EA	30.00 HR	240.00
Grounds Attendant	08/21/2016 08:00 AM - 04:00 PM	2.00	EA	20.00 HR	320.00
Janitorial Attendant Lead	08/21/2016 08:00 AM - 04:00 PM	1.00	EA	30.00 HR	240.00
Janitorial Attendant	08/21/2016 08:00 AM - 04:00 PM	9.00	EA	20.00 HR	1,440.00
Electrician	08/21/2016 08:00 AM - 04:00 PM	1.00	EA	50.00 HR	400.00
Clean Up					
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	20.00HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00 HR	250.00
<u>Event Sales & Services</u>					
Event Coordinator	08/20/2016 07:00 AM - 05:00 PM	1.00	EA	40.00 HR	400.00
Event Coordinator	08/21/2016 08:00 AM - 04:00 PM	1.00	EA	40.00 HR	320.00
<u>Parking</u>					
Parking Attendant Lead	08/19/2016 08:00 AM - 07:00 PM	1.00	EA	30.00 HR	330.00
Parking Attendant	08/19/2016 08:00 AM - 07:00 PM	5.00	EA	20.00 HR	1,100.00
<u>Safety & Security</u>					
Security Attendant - Overnight	08/19/2016 07:00 PM - 08/20/2016 07:00 AM	5.00	EA	20.00 HR	1,200.00
Security Attendant Lead	08/20/2016 07:00 AM - 05:45 PM	1.00	EA	30.00 HR	322.50
Security Attendant	08/20/2016 07:00 AM - 05:45 PM	12.00	EA	20.00 HR	2,580.00
Security Attendant - Ammo Dealer	08/20/2016 07:00 AM - 05:45 PM	2.00	EA	20.00 HR	430.00
Security Attendant - Overnight	08/20/2016 05:00 PM - 08/21/2016 08:00 AM	5.00	EA	20.00 HR	1,500.00
Security Attendant Lead	08/21/2016 08:00 AM - 04:45 PM	1.00	EA	30.00 HR	262.50
Security Attendant	08/21/2016 08:00 AM - 04:45 PM	8.00	EA	20.00 HR	1,400.00
Security Attendant - Ammo Dealer	08/21/2016 08:00 AM - 04:45 PM	2.00	EA	20.00 HR	350.00
Security Attendant	08/21/2016 08:00 AM - 07:00 PM	4.00	EA	20.00 HR	880.00
<u>Technology</u>					
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00 EVT	100.00

EXHIBIT A - August

Event Information

Outside Services

Emergency Medical Services	08/20/2016 08:00 AM - 05:30 PM	2.00	EA	20.00	HR	380.00
Emergency Medical Services	08/21/2016 08:00 AM - 04:30 PM	2.00	EA	20.00	HR	340.00
Orange County Sheriff Services	08/20/2016 Estimate Only	1.00	EA	1,700.00	EVT	1,700.00
Orange County Sheriff Services	08/21/2016 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	\$42,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$35,604.50
Refundable Deposit	\$1,500.00
Grand Total:	\$79,304.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	\$10,000.00
Second Payment	06/17/2016	\$34,652.25
Third Payment	07/18/2016	\$34,652.25
Payment Total:		\$79,304.50

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 _____

DATE **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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

November 22 - 28, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

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:

\$83,149.50

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

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Show Manager**Title: Kathy Kramer, Chief Executive Officer**

EXHIBIT A - November

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-074-16
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	11/26/2016 - 11/27/2016	Hours:	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>
Tuesday			
Anaheim Building (#16)	11/22/2016 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Costa Mesa Building (#10)	11/22/2016 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Huntington Beach Building (#12)	11/22/2016 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Los Alamitos Building (#14)	11/22/2016 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
OC Promenade (The Span)	11/22/2016 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Santa Ana Pavilion (Parade of Products)	11/22/2016 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Wednesday			
Anaheim Building (#16)	11/23/2016 06:00 AM - 05:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	11/23/2016 06:00 AM - 05:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	11/23/2016 06:00 AM - 05:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	11/23/2016 06:00 AM - 05:00 PM	Move In	1,350.00
OC Promenade (The Span)	11/23/2016 06:00 AM - 05:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	11/23/2016 06:00 AM - 05:00 PM	Move In	850.00
Thursday			
Anaheim Building (#16)	11/24/2016 06:00 AM - 11:59 PM	Dark	No Charge
Costa Mesa Building (#10)	11/24/2016 06:00 AM - 11:59 PM	Dark	No Charge
Huntington Beach Building (#12)	11/24/2016 06:00 AM - 11:59 PM	Dark	No Charge
Los Alamitos Building (#14)	11/24/2016 06:00 AM - 11:59 PM	Dark	No Charge
OC Promenade (The Span)	11/24/2016 06:00 AM - 11:59 PM	Dark	No Charge
Santa Ana Pavilion (Parade of Products)	11/24/2016 06:00 AM - 11:59 PM	Dark	No Charge
Friday			
Anaheim Building (#16)	11/25/2016 06:00 AM - 07:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	11/25/2016 06:00 AM - 07:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	11/25/2016 06:00 AM - 07:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	11/25/2016 06:00 AM - 07:00 PM	Move In	1,350.00
Main Mall	11/25/2016 06:00 AM - 07:00 PM	Move In	750.00
OC Promenade (The Span)	11/25/2016 06:00 AM - 07:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	11/25/2016 06:00 AM - 07:00 PM	Move In	850.00
Saturday			
Anaheim Building (#16)	11/26/2016 09:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	11/26/2016 09:00 AM - 05:00 PM	Event	4,100.00
Huntington Beach Building (#12)	11/26/2016 09:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	11/26/2016 09:00 AM - 05:00 PM	Event	2,700.00
Main Mall	11/26/2016 09:00 AM - 05:00 PM	Event	1,500.00
OC Promenade (The Span)	11/26/2016 09:00 AM - 05:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	11/26/2016 09:00 AM - 05:00 PM	Event	1,700.00
Sunday			
Anaheim Building (#16)	11/27/2016 09:00 AM - 04:00 PM	Event	2,000.00
Costa Mesa Building (#10)	11/27/2016 09:00 AM - 04:00 PM	Event	4,100.00
Huntington Beach Building (#12)	11/27/2016 09:00 AM - 04:00 PM	Event	3,100.00
Los Alamitos Building (#14)	11/27/2016 09:00 AM - 04:00 PM	Event	2,700.00
Main Mall	11/27/2016 09:00 AM - 04:00 PM	Event	1,500.00
OC Promenade (The Span)	11/27/2016 09:00 AM - 04:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	11/27/2016 09:00 AM - 04:00 PM	Event	1,700.00
Monday			

EXHIBIT A - November

Event Information			
Anaheim Building (#16)	11/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	11/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	11/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	11/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	11/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	11/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	11/28/2016 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 - November 28, 2016 to avoid additional charges. **Total: 44,550.00**

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
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
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 EA	3,000.00
Man Lift (Banners)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (4 Consecutive Weeks)	10/31/2016 - 11/27/2016	4.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/26/2016 - 11/27/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (4 Buildings)	11/25/2016 - 11/27/2016	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
			Total:	10,115.00

Reimbursable Personnel Fees				
Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	45.00 HR*	225.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	30.00 HR*	300.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00
Electrician	Estimate 5 Hours	5.00 HR	75.00 HR*	375.00
Event Day				
Grounds Attendant Lead	11/26/2016 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/26/2016 08:00 AM - 05:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant Lead	11/26/2016 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	11/26/2016 08:00 AM - 05:00 PM	9.00 EA	20.00 HR	1,620.00
Electrician	11/26/2016 08:00 AM - 05:00 PM	1.00 EA	50.00 HR	450.00
Grounds Attendant Lead	11/27/2016 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/27/2016 08:00 AM - 04:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant Lead	11/27/2016 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	11/27/2016 08:00 AM - 04:00 PM	9.00 EA	20.00 HR	1,440.00
Electrician	11/27/2016 08:00 AM - 04:00 PM	1.00 EA	50.00 HR	400.00
Clean Up				
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
Event Sales & Services				
Event Coordinator	11/25/2016 09:00 AM - 05:00 PM	1.00 EA	60.00 HR*	480.00
Event Coordinator	11/26/2016 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	11/27/2016 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
Parking				
Parking Attendant Lead	11/25/2016 08:00 AM - 07:00 PM	1.00 EA	45.00 HR*	495.00

EXHIBIT A - November

Event Information					
Parking Attendant	11/25/2016 08:00 AM - 07:00 PM	5.00	EA	30.00 HR*	1,650.00
<u>Safety & Security</u>					
Security Attendant - Overnight	11/25/2016 07:00 PM - 11/26/2016 07:00 AM	5.00	EA	20.00 HR	1,200.00
Security Attendant Lead	11/26/2016 07:00 AM - 05:45 PM	1.00	EA	30.00 HR	322.50
Security Attendant	11/26/2016 07:00 AM - 05:45 PM	12.00	EA	20.00 HR	2,580.00
Security Attendant - Ammo Dealer	11/26/2016 07:00 AM - 05:45 PM	2.00	EA	20.00 HR	430.00
Security Attendant - Overnight	11/26/2016 05:00 PM - 11/27/2016 08:00 AM	5.00	EA	20.00 HR	1,500.00
Security Attendant Lead	11/27/2016 08:00 AM - 04:45 PM	1.00	EA	30.00 HR	262.50
Security Attendant	11/27/2016 08:00 AM - 04:45 PM	8.00	EA	20.00 HR	1,400.00
Security Attendant - Ammo Dealer	11/27/2016 08:00 AM - 04:45 PM	2.00	EA	20.00 HR	350.00
Security Attendant	11/27/2016 08:00 AM - 07:00 PM	4.00	EA	20.00 HR	880.00
<u>Technology</u>					
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00	EA	100.00 EVT	100.00
<u>Outside Services</u>					
Emergency Medical Services	11/26/2016 08:00 AM - 05:30 PM	2.00	EA	20.00 HR	380.00
Emergency Medical Services	11/27/2016 08:00 AM - 04:30 PM	2.00	EA	20.00 HR	340.00
Orange County Sheriff Services	11/26/2016 Estimate Only	1.00	EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	11/27/2016 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:					26,984.50

*November 25, 2016 is a State Holiday; therefore, personnel rate is charged at time-and-a-half.

Summary

Facility Rental Total	\$44,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$37,099.50
Refundable Deposit	\$1,500.00
Grand Total:	\$83,149.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	\$10,000.00
Second Payment	09/23/2016	\$36,574.75
Third Payment	10/24/2016	\$36,574.75
Payment Total:		\$83,149.50

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 _____

DATE

April 12, 2016

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **TMT Productions, LLC dba Night Nation Run** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

April 1 - 3, 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:

Night Nation Run

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$35,589.50

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, 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.

TMT Productions, LLC dba Night Nation Run
851 4th Street, Unit C
Encinitas, CA 92024

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Brian Graham, President**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Night Nation Run	Contract No:	R-075-16
Contact Person:	Brian Graham	Phone:	(760) 473-6177
Event Date:	04/02/2016	Hours:	5:00 PM - 10:00 PM

Admission: Adult Early Bird: \$29.00 Adult Regular \$60.00 Child (12 & Under): Free
Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 5,000 - 10,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Facility 5K Course	04/01/2016 10:00 AM - 05:00 PM	Move In	5,000.00
Main Mall	04/01/2016 10:00 AM - 05:00 PM	Move In	Included
OC Promenade	04/01/2016 10:00 AM - 05:00 PM	Move In	Included
Saturday			
Facility 5K Course	04/02/2016 10:00 AM - 05:00 PM	Move In	Included
Main Mall	04/02/2016 10:00 AM - 05:00 PM	Move In	Included
OC Promenade	04/02/2016 10:00 AM - 05:00 PM	Move In	Included
Facility 5K Course	04/02/2016 05:00 PM - 10:00 PM	Event	10,000.00
Main Mall	04/02/2016 05:00 PM - 10:00 PM	Event	Included
OC Promenade	04/02/2016 05:00 PM - 10:00 PM	Event	Included
Sunday			
Facility 5K Course	04/03/2016 06:00 AM - 11:59 AM	Move Out	No Charge
Main Mall	04/03/2016 06:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade	04/03/2016 06:00 AM - 11:59 AM	Move Out	No Charge

-Move out must be completed by 11:59 AM on Sunday - April 3, 2016 to avoid additional charges.

See tear down schedule for detailed information.

Total: 15,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
60 Amp Drop	TBD	TBD EA	85.00 EA	TBD
80 Amp Drop	TBD	TBD EA	115.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade	Estimate 100	100.00 EA	15.00 EA	1,500.00
Dumpster	Estimate 40	40.00 EA	18.00 EA	720.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tags - 1 Day	Estimate 50	50.00 EA	4.00 EA	200.00
Marquee Board (7 Consecutive Days)	03/25/2016 - 04/02/2016	1.00 EA	450.00 WK	Included
Portable Electronic Message Board	04/02/2016	4.00 EA	75.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Water Truck	TBD	TBD EA	80.00 EA/DAY	TBD

Total: 5,595.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 7 Hours	7.00 HR	20.00 HR	140.00
Janitorial Attendant	Estimate 7 Hours	7.00 HR	20.00 HR	140.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	04/02/2016 04:00 PM - 11:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	04/02/2016 04:00 PM - 11:00 PM	8.00 EA	20.00 HR	1,120.00
Grounds Attendant (Tear Down After Event)	04/02/2016 10:00 PM - 04/03/2016 01:00 AM	2.00 EA	20.00 HR	120.00
Janitorial Attendant	04/02/2016 04:00 PM - 11:00 PM	10.00 EA	20.00 HR	1,400.00
Electrician	04/02/2016 04:00 PM - 11:00 PM	1.00 EA	50.00 HR	350.00
Electrician (Tear Down After Event)	04/02/2016 10:00 PM - 04/03/2016 01:00 AM	1.00 EA	50.00 HR	150.00
Clean Up				
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00 HR	360.00
Grounds Attendant	Estimate 36 Hours	36.00 HR	20.00 HR	720.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	04/02/2016 04:00 PM - 11:00 PM	1.00 EA	40.00 HR	280.00
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Parking

Parking Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Parking Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00

Safety & Security

Security Attendant Lead	04/02/2016 04:00 PM - 11:00 PM	1.00 EA	30.00 HR	210.00
Security Attendant	04/02/2016 04:00 PM - 11:00 PM	12.00 EA	20.00 HR	1,680.00

Technology

Technology Attendant	TBD	TBD EA	40.00 HR	TBD
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Outside Services

Emergency Medical Services	04/02/2016 04:00 PM - 11:00 PM	4.00 EA	20.00 HR	560.00
Sound Engineer	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 EA	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	TBD EA	TBD EVT	TBD

Total: 9,994.50

Summary

Facility Rental Total	\$15,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$15,589.50
Refundable Deposit	\$5,000.00

Grand Total: \$35,589.50

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$3,750.00
Second Payment	02/01/2016	\$15,919.75
Third Payment	03/01/2016	\$15,919.75

Total: \$35,589.50

Payment Total: \$35,589.50

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.

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking is not allowed in the Main Mall. Chalking the grounds is subject to additional cleaning fees.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

SECURITY

Security plan must be submitted to OCFEC Safety and Security by March 15, 2016 for review and approval. Should the security plan submitted by TMT Productions, LLC dba Night Nation Run not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound must end by 10:00 PM on Saturday.** 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 Engineer/Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, TMT Productions, LLC dba Night Run Nation must comply with request.**

STAGE BARRICADES

Stage barricades are required in front of all stages.

TEAR DOWN

The parking lots below must be cleared by the following schedule:

04/03/2016 12:00 AM - Lot D

04/03/2016 01:00 AM - Lot C

04/03/2016 02:00 AM - Lot B

04/03/2016 04:00 AM - Lot E



R_____

A_____

AMENDMENT TO NIGHT NATION RUN
(April 2016)

DATE: April 12, 2016

RENTAL AGREEMENT: R-075-16

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
OC Promenade (The Span)	03/31/2016 10:00 AM - 05:00 PM	Move In	1,000.00
Total:			1,000.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00

Summary

Original Rental Agreement Facility Fee Grand Total	\$15,000.00
Revised Rental Agreement Facility Fee Grand Total	\$16,000.00
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Grand Total	\$15,589.50
Revised Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Grand Total	\$15,669.50
Refundable Deposit	\$5,000.00
Grand Total:	\$36,669.50

Payment Schedule

Payment Schedule

First Payment	PAID REC-3452	\$19,669.75
Second Payment	PAID INV-6301	\$15,919.75
Third Payment	03/22/2016	\$1,080.00
Total Due:		\$1,080.00
Payment Total:		\$1,080.00

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



By _____ Date: _____
Brian Graham, President
TMT Productions, LLC dba Night Nation Run

By _____ Date: _____
Michele A. Richards, V.P. Business Development
32nd District Agricultural Association

REVIEWED _____

DATE April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Science and Engineering Fair** 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:

Orange County Science and Engineering Fair

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment = \$6,946.50**In-Kind Trade = \$20,596.00**

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.

Orange County Science and Engineering Fair
P.O. Box 1361
Huntington Beach, CA 92647

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: James Li, Co-President**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Orange County Science and Engineering Fair	Contract No:	R-076-16
Contact Person:	James Li	Phone:	(949) 510-8889
Event Dates:	04/13/2016 & 04/15/2016 - 04/17/2016	Hours: Sci. & Engr. Fair: 7:00 AM - 5:00 PM	
		Imaginology Friday: 9:00 AM - 3:00 PM	
		Saturday: 10:00 AM - 5:00 PM	
		Sunday: 10:00 AM - 5:00 PM	

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 3,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
OC Science and Engineering Fair			
Monday			
Courtyard	04/11/2016 07:00 AM - 08:30 PM	Move In	Included
Huntington Beach Building (#12)	04/11/2016 07:00 AM - 08:30 PM	Move In	1,550.00*
Tuesday			
Courtyard	04/12/2016 07:00 AM - 08:30 PM	Move In	Included
Huntington Beach Building (#12)	04/12/2016 07:00 AM - 08:30 PM	Move In	1,550.00*
Wednesday Science & Engineering Fair			
Courtyard	04/13/2016 07:00 AM - 05:00 PM	Event/Judging	Included
Huntington Beach Building (#12)	04/13/2016 07:00 AM - 05:00 PM	Event/Judging	**2,635.00*

** 15 % non-profit discount has been applied to event day only. OCSEF must provide proof of non-profit status with the signed rental agreement.

***In-Kind Trade "OCSEF" Total: 5,735.00**

Imaginology

Thursday			
Huntington Beach Building (#12)	04/14/2016 09:30 AM - 05:00 PM	Transition to Maker Fair	1,550.00*
Friday Imaginology			
Huntington Beach Building (#12)	04/15/2016 09:00 AM - 03:00 PM	Event	3,100.00*
Saturday			
Huntington Beach Building (#12)	04/16/2016 10:00 AM - 05:00 PM	Event	3,100.00*
Sunday			
Huntington Beach Building (#12)	04/17/2016 10:00 AM - 05:00 PM	Event	3,100.00*

-Move out must be completed by 11:59 PM on Sunday - April 17, 2016.

***In-Kind Trade "Imaginology" Grand Total: 10,850.00**

***In-Kind Trade Facility Total: 16,585.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
OC Science and Engineering Fair				
17.5 MB Internet - Dynamic IP	04/11/2016, 04/13/2016, 04/17/2016	1.00 EA	125.00 EA/DAY	375.00
Ceremonial Flag	Estimate 2	2.00 EA	25.00 EA	50.00
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	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Public Address System (w/Mic)	04/13/2016	1.00 EA	120.00 EA/DAY	120.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Router	04/11/2016, 04/13/2016, 04/17/2016	1.00 EA	75.00 EVT	75.00

OCSEF Total Due: 1,222.00

Imaginology

Dumpster	Estimate 12	12.00 EA	18.00 EA	216.00*
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00*
Forklift	TBD	TBD HR	75.00 HR	TBD*
Picnic Tables	TBD	TBD EA	15.00 EA	TBD*
Portable Public Address System (w/Mic)	04/15/2016 - 04/17/2016	1.00 EA	120.00 EA/DAY	360.00*
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00*

***In-Kind Trade Imaginology Equipment Total: 1,101.00**

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
OC Science and Engineering Fair				
<u>Event Operations</u>				
Set Up				
Student Project Set Up Monday - 2:00 PM - 8:00 PM				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Judging 7:00 AM - 5:00 PM				
Grounds Attendant	04/13/2016 06:00 AM - 05:00 PM	2.00 EA	20.00 HR	440.00
Janitorial Attendant	04/13/2016 06:00 AM - 05:00 PM	2.00 EA	20.00 HR	440.00
Electrician	TBD	TBD EA	50.00 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	04/13/2016 06:00 AM - 05:00 PM	1.00 EA	40.00 HR	440.00
<u>Parking</u>				
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
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
Technology Attendant	Estimate 1 Hour (<i>Internet</i>)	1.00 EA	40.00 HR	40.00
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
OCSEF Total Due:				\$2,824.50
<u>Imaginology</u>				
<u>Event Operations</u>				
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	TBD	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	TBD	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	TBD	TBD EA	50.00 HR	TBD*
Clean Up				
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*
Grounds Attendant (<i>Equipment Operator</i>)	Estimate 2.5 Hours (<i>for Sweeper</i>)	2.50 HR	20.00 HR	50.00*
Janitorial Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00*
<u>Event Sales & Services</u>				
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*
*In-Kind Trade Imaginology Personnel Total:				\$2,910.00
Summary				
<u>OCFEC In-Kind Trade</u>				
OCSEF Facility Rental				\$5,735.00*
Imaginology Facility Rental				\$10,850.00*
*In-Kind Trade Facility Grand Total:				\$16,585.00
Imaginology Estimated Equipment, and Reimbursable Personnel Total				\$4,011.00
*In-Kind Trade Grand Total:				\$20,596.00

EXHIBIT A

Event Information

Orange County Science and Engineering Fair

Estimated Equipment Reimbursable Personnel Total	\$4,046.50
Parking Buyout (350 cars at \$4.00 per vehicle)	\$1,400.00
Refundable Deposit	\$1,500.00

OCSEF Grand Total Due: \$6,946.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/11/2016	\$6,946.50
Total:		\$6,946.50
Payment Total:		\$6,946.50

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.

OC SCIENCE AND ENGINEERING FAIR AGREES:

To keep science fair projects on display through 5:00 PM on Sunday - April 17, 2016.

To allow Imaginology attendees to walk through and view science fair displays/projects throughout entire April 15 - 17, 2016 Imaginology Event.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. One (1) banner in front of Huntington Beach Building will be provided through OCFEC at no cost to OCSEF.

Renter must use OCFEC Creative Services artwork specifications if creating additional banners for the Huntington Beach Building.

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 OCFEC 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.

HANGTAGS (IMAGINOLOGY)

OCFEC will provide fifty (50) parking hangtags to OCSEF for volunteers & staff use during the Imaginology event. Any additional requests for parking hangtags will be at the rate of \$4.00 per hangtag.

IN-KIND TRADE

See Exhibit D

MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

EXHIBIT A

Event Information

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PARKING

Parking buyout total for 350 vehicles at \$4.00 each is \$1,400.00.

SMOKING

During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.

FUTURE TERMS

2017 rental terms and agreement subject to change.

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California Marine Aquarium 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

November 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:

Reef-A-Palooza

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$27,499.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Southern California Marine Aquarium Society
1720 Santiago Street
Santa Ana, CA 92706

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Marc Trimble, Promoter**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Reef-A-Palooza	Contract No:	R-080-16
Contact Person:	Marc Trimble	Phone:	(714) 925-1899
Event Dates:	11/19/2016 - 11/20/2016	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00 Senior: \$5.00 Child: 12 & Under Free Weekend Pass: \$15.00

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 1,100

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	11/18/2016 08:00 AM - 08:00 PM	Move In	2,050.00
Santa Ana Pavilion (Parade of Products)	11/18/2016 08:00 AM - 08:00 PM	Move In	850.00
Saturday			
Costa Mesa Building (#10)	11/19/2016 10:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	11/19/2016 10:00 AM - 06:00 PM	Event	1,700.00
Sunday			
Costa Mesa Building (#10)	11/20/2016 10:00 AM - 04:00 PM	Event	4,100.00
Santa Ana Pavilion (Parade of Products)	11/20/2016 10:00 AM - 04:00 PM	Event	1,700.00
Monday			
Costa Mesa Building (#10)	11/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	11/21/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday November 21, 2016 to avoid additional charges. Total: 14,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
17.5 MB Internet - Dynamic IP	11/19/2016 - 11/20/2016	1.00 EA	125.00 EA/DAY	250.00
6' Projector Screen	11/19/2016 - 11/20/2016	TBD EA	30.00 EA/DAY	TBD
Barricade (<i>Plastic</i>)	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Chair (<i>Individual</i>)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 50	50.00 EA	18.00 EA	900.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Folding Table	TBD	TBD EA	15.00 EA	TBD
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 2 Day	Estimate 25	25.00 EA	8.00 EA	200.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Picnic Table (<i>Rectangular & Round</i>)	Estimate 5	5.00 EA	15.00 EA	75.00
Portable Electronic Message Board	11/19/2016 - 11/20/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (<i>Per Building</i>)	11/19/2016 - 11/20/2016	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (<i>In-House</i>)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (<i>Double Window</i>)	Estimate 1	1.00 EA	100.00 EVT	100.00
Umbrella with Stand	Estimate 5	5.00 EA	15.00 EA	75.00
Wireless Internet Router	11/19/2016 - 11/20/2016	1.00 EA	75.00 EA/DAY	150.00
Wireless Microphone	11/19/2016 - 11/20/2016	TBD EA	50.00 EA/DAY	TBD

Total: 5,760.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00
Event Days				
Grounds Attendant Lead	11/19/2016 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	11/19/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Janitorial Attendant	11/19/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00

EXHIBIT A

Event Information					
Grounds Attendant Lead	11/20/2016 09:00 AM - 04:00 PM	1.00 EA	30.00 HR		210.00
Grounds Attendant	11/20/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR		280.00
Janitorial Attendant	11/20/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR		280.00
Clean Up					
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR		150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR		200.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR		200.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR		150.00
<u>Event Sales & Services</u>					
Event Coordinator	11/19/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR		360.00
Event Coordinator	11/20/2016 09:00 AM - 04:00 PM	1.00 EA	40.00 HR		280.00
<u>Parking Set Up</u>					
Parking Attendant Lead	11/18/2016 10:00 AM - 06:30 PM	1.00 EA	30.00 HR		255.00
Parking Attendant	11/18/2016 10:00 AM - 06:30 PM	2.00 EA	20.00 HR		340.00
<u>Safety & Security</u>					
Security Attendant	11/19/2016 09:00 AM - 06:00 PM	3.00 EA	20.00 HR		540.00
Security Attendant	11/20/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR		280.00
<u>Technology</u>					
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT		TBD
<u>Outside Services</u>					
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR		394.50
<u>Insurance</u>					
S.E.L.I. Insurance	11/19/2016 - 11/20/2016	2.00 DAY	155.00 DAY		310.00
<i>(Includes coverage for move-in/move-out period listed on Rental Agreement)</i>					
Total:					5,739.50
Summary					
Facility Rental Total					\$14,500.00
Estimated Equipment, Reimbursable Personnel and Services Total					\$11,499.50
Refundable Deposit					\$1,500.00
Grand Total:					\$27,499.50
Payment Schedule					
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>	
First Payment		03/18/2016		1,000.00	
Second Payment		05/18/2016		8,833.50	
Third Payment		07/18/2016		8,833.00	
Fourth Payment		09/19/2016		8,833.00	
Total:					\$27,499.50
Payment Total:					\$27,499.50

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.

EXHIBIT A

Event Information

DRAINING TANKS

Tanks **cannot** be drained into OCFEC planters. Promoter and staff **must** work with OCFEC Plumber to determine where the best location is to drain tanks post 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 April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sand Sports Super Show** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

April 9 - 10, 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:

Sand Sports Super Swap - Off-Road & Motorcycle Swap Meet

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$4,936.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Sand Sports Super Show
2824 Columbia Street
Torrance, CA 90503

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Donald Murphy, Owner**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Sand Sports Super Swap - Off-Road & Motorcycle Swap Meet	Contract No:	R-081-16
Contact Person:	Donald Murphy	Phone:	(310) 533-0589
Event Date:	04/10/2016	Hours:	7:00 AM - 2:00 PM

Admission Price: Adult: \$10.00 Child: 12 & Under Free

Vehicle Parking Fee: \$8.00 General Parking **Attendance:** 1,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot I	04/09/2016 06:00 PM - 09:00 PM	Move In	300.00
Sunday			
Parking Lot I	04/10/2016 07:00 AM - 02:00 PM	Event	1,800.00

-Move out must be completed by 11:59 PM on Sunday – April 10, 2016 to avoid additional charges. **Total:** 2,100.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Estimate 20	20.00 EA	15.00 EA	300.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Forklift	Estimate 2	2.00 HR	75.00 HR	150.00
Portable Electronic Message Board	04/10/2016	2.00 EA	75.00 EA/DAY	150.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

Sand Sports Super Swap will use generators. No electrical needed for this event. **Total:** 876.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	TBD	TBD HR	50.00 HR	TBD
Event Day				
Grounds Attendant Lead	04/10/2016 06:00 AM - 02:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	04/10/2016 06:00 AM - 02:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	04/10/2016 06:00 AM - 02:00 PM	2.00 EA	20.00 HR	320.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
<u>Event Sales & Services</u>				
Event Coordinator	04/10/2016 06:00 AM - 02:00 PM	1.00 EA	40.00 HR	320.00
<u>Parking</u>				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<i>(Set Up and Tear Down of Directional Signage and Portable Electronic Message Board)</i>				

Total: 1,460.00

Summary

Facility Rental Total	\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,336.00
Refundable Deposit	\$500.00
Parking Buyout - TBD	

Grand Total: \$4,936.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

03/09/2016

Amount

4,936.00

Total:

\$4,936.00

Payment Total:

\$4,936.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS 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 April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

April 9, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Orange County Wine Society - Wine Auction

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$2,914.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Wine Society
P.O. Box 11059
Costa Mesa, CA 92627

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Fran Gitsham, Treasurer**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Orange County Wine Society - Wine Auction	Contract No:	R-082-16
Contact Person:	Dennis Esslinger	Phone:	(714) 328-0454
Event Dates:	04/09/2016	Hours:	11:00 AM - 5:00 PM

Admission Price: Members Only: \$20.00

Vehicle Parking Fee: No Charge for OCWS Members **Projected Attendance:** 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Huntington Beach Building (#12)	04/09/2016 11:00 AM - 05:00 PM	Event	500.00

-Move out must be completed by 11:59 PM on Saturday - April 9, 2016 to avoid additional charges. **Total:** **500.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift (<i>Picnic Tables</i>)	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Picnic Table (<i>Rectangular</i>)	Estimate 56	56.00 EA	15.00 EA	840.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

Total: **1,994.00**

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00

Total: **220.00**

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,214.00
Refundable Deposit	\$200.00

Grand Total: **\$2,914.00**

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/18/2016	\$2,914.00

Total: **\$2,914.00**

Payment Total: **\$2,914.00**

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

APPROVED _____

INTERIM

XX**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Herpetorama Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

November 11 - 14, 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:

Repticon

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$15,981.50

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.

Herpetorama Inc.
1814 5th Street Southeast
Winter Haven, FL 33880

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: William Healy, Chief Operating Officer**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Repticon	Contract No:	R-090-16
Contact Person:	Tina Russel	Phone:	(863) 268-4273
Event Dates:	11/12/2016 - 11/13/2016	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	Adult: \$10.00 Child (5-12): \$5.00 Child (4 & Under): Free	2 Day (Online):	\$12.00

Vehicle Parking Fee:	\$8.00 General Parking	Projected Attendance:	2,000
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Los Alamitos Building (#14)	11/11/2016 09:30 AM - 08:00 PM	Move In	1,350.00
Saturday			
Los Alamitos Building (#14)	11/12/2016 09:00 AM - 05:00 PM	Event	2,700.00
Sunday			
Los Alamitos Building (#14)	11/13/2016 10:00 AM - 04:00 PM	Event	2,700.00
Monday			
Los Alamitos Building (#14)	11/14/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - November 14, 2016 to avoid additional charges.	Total:	6,750.00
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Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 13	13.00 EA	70.00 EA	910.00
Dumpster	Estimate 14	14.00 EA	18.00 EA	252.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Hang Tag - 2 Day	Estimate 45	45.00 EA	8.00 EA	360.00
Marquee Board (7 Consecutive Days)	11/07/2016 - 11/13/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/12/2016 - 11/13/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	11/12/2016 - 11/13/2016	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift (Electrical)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				3,647.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00
Event Days				
Grounds Attendant Lead	11/12/2016 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/12/2016 08:00 AM - 05:00 PM	1.00 EA	20.00 HR	180.00
Janitorial Attendant	11/12/2016 08:00 AM - 05:00 PM	2.00 EA	20.00 HR	360.00
Grounds Attendant Lead	11/13/2016 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	11/13/2016 09:00 AM - 04:00 PM	1.00 EA	20.00 HR	140.00
Janitorial Attendant	11/13/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 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 2 Hours	2.00 HR	50.00 HR	100.00
Event Sales & Services				
Event Coordinator	11/12/2016 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	11/13/2016 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	11/11/2016 12:00 PM - 08:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	11/11/2016 12:00 PM - 08:00 PM	2.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
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Total: 4,084.50

Summary

Facility Rental Total	\$6,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,731.50
Refundable Deposit	\$1,500.00

Grand Total: \$15,981.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/11/2016	\$1,000.00
Second Payment	08/11/2016	\$4,994.00
Third Payment	09/12/2016	\$4,993.75
Fourth Payment	10/11/2016	\$4,993.75

Total: \$15,981.50

Payment Total: \$15,981.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Home Builders Council** 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 13 - 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:

HBC Design / Build Competition - 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 - \$1,480.00**In-Kind Trade - \$9,911.00**

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.

Home Builders Council
3701 Parkview Lane, #1B
Irvine, CA 92612

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Derek Barbour, Director**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	HBC Design / Build Competition - Imaginology	Contract No:	R-096-16
Contact Person:	Derek Barbour	Phone:	(714) 932-0650
Event Dates:	04/16/2016 - 04/17/2016	Hours:	Saturday: 7:00 AM - 6:00 PM Sunday: 7:00 AM - 2:00 PM

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Imaginology			
Wednesday			
½ Festival Asphalt	04/13/2016 06:00 AM - 05:00 PM	Move In	1,650.00*
Thursday			
½ Festival Asphalt	04/14/2016 06:00 AM - 05:00 PM	Move In	1,650.00*
Friday			
½ Festival Asphalt	04/15/2016 08:00 AM - 12:00 PM	Move In	1,650.00*
Saturday			
½ Festival Asphalt	04/16/2016 07:00 AM - 06:00 PM	Event	1,650.00*
Sunday			
½ Festival Asphalt	04/17/2016 07:00 AM - 02:00 PM	Event	1,650.00*

-Move out must be completed by 11:59 PM on Sunday - April 17, 2016. ***In-Kind Trade Imaginology Facility Total: \$8,250.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Imaginology				
Barricade (<i>Plastic</i>)	Estimate 15	15.00 EA	15.00 EA	225.00*
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00*
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00*
Picnic Table (<i>Rectangular</i>)	Estimate 20	20.00 EA	15.00 EA	300.00*

***In-Kind Trade Imaginology Equipment Total: 1,661.00**

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Home Building Competition				
Safety & Security				
Security Attendant	04/14/2016 07:00 PM - 12:00 AM	1.00 EA	20.00 HR	100.00
Security Attendant	04/15/2016 12:00 AM - 04/16/2016 12:00 AM	1.00 EA	20.00 HR	480.00
Security Attendant	04/16/2016 12:00 AM - 04/17/2016 12:00 AM	1.00 EA	20.00 HR	480.00
Security Attendant	04/17/2016 12:00 AM - 06:00 AM	1.00 EA	20.00 HR	120.00

HBC Total Due: \$1,180.00

Summary

OCFEC In-Kind Trade:

HBC Facility Rental Total	\$8,250.00
Imaginology Estimated Equipment Total	\$1,661.00

***In-Kind Trade Total: \$9,911.00**

Home Builders Council

Estimated Reimbursable Personnel Total	\$1,180.00
Refundable Deposit	\$300.00

Grand Total: \$1,480.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/23/2015	\$1,480.00
	Total:	\$1,480.00
	Payment Total:	\$1,480.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

IN-KIND TRADE

In exchange for above outlined **\$9,911.00** In-Kind Trade, it has been mutually agreed that the Home Builders Council will provide coordination of the Design/Build Competition during Imaginology.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. One (1) banner will be provided through OCFEC at no cost to Home Builders Council. Location of the banner will be determined by OCFEC at a later date.

Renter must use OCFEC Creative Services artwork specifications if creating additional banners for the event space.

MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

OYATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

FUTURE TERMS

2017 rental terms and agreement are subject to change.

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tex*us Guitar Shows, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

August 26 - 29, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

SoCAL World Guitar Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$15,341.50

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.

Tex*us Guitar Shows, Inc.
P.O. Box 1000
Sperry, OK 74073

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Larry Briggs, Promoter**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	SoCAL World Guitar Show	Contract No:	R-099-16
Contact Person:	Larry Briggs	Phone:	(918) 288-2222
Event Dates:	08/27/2016 - 08/28/2016	Hours:	Saturday: 10:00 AM - 05:00 PM Sunday: 10:00 AM - 04:00 PM

Admission Price: Adult: \$20.00 Child: 11 & Under Free

Vehicle Parking Fees: \$8.00 General Parking **Projected Attendance:** 800

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	08/26/2016 06:00 AM - 10:00 PM	Move In	1,650.00
Saturday			
The Hangar	08/27/2016 10:00 AM - 05:00 PM	Event	3,300.00
Sunday			
The Hangar	08/28/2016 10:00 AM - 04:00 PM	Event	3,300.00
Monday			
The Hangar	08/29/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - August 29, 2016 due to S.E.L.I. coverage expiration. Total: 8,250.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Marquee Board (<i>7 Consecutive Days</i>)	08/22/2016 - 08/28/2016	1.00 EA	450.00 WK	Included
Portable Electronic Message Board	08/27/2016 - 08/28/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (<i>Per Building</i>)	08/27/2016 - 08/28/2016	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	Estimate 12	12.00 EA	5.00 EA	60.00
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				1,607.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	08/27/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/27/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	08/27/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Grounds Attendant Lead	08/28/2016 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	08/28/2016 09:00 AM - 04:00 PM	1.00 EA	20.00 HR	140.00
Janitorial Attendant	08/28/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
Clean Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	08/27/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	08/28/2016 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00
<u>Parking</u>				
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 - Overnight	08/26/2016 05:00 PM - 08/27/2016 10:00 AM	1.00 EA	20.00 HR	340.00
Security Attendant - Overnight	08/27/2016 05:00 PM - 08/28/2016 09:00 AM	1.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
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Insurance

S.E.L.I. Insurance	08/27/2016 - 08/28/2016	2.00 DAY	95.00 DAY	190.00
<i>(Includes coverage for Move-in/Move-out period listed on Rental Agreement)</i>				

Total: 4,484.50

Summary

Facility Rental Total	\$8,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,091.50
Refundable Deposit	\$1,000.00

Grand Total: \$15,341.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/26/2016	\$5,114.00
Second Payment	06/27/2016	\$5,113.75
Third Payment	07/26/2016	\$5,113.75

Total: \$15,341.50

Payment Total: \$15,341.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

DATE April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **GP Sandy** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

March 29 - April 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:

Hyundai Ride & Drive

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$53,507.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

GP Sandy
7777 Center Avenue, Suite 550
Huntington Beach, CA 92647

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: David Gugala, Senior Vice President**Title: Kathy Kramer, Chief Executive Officer**

EXHIBIT A

Event Information

Event Name:	Hyundai Ride & Drive	Contract No:	R-101-16
Contact Person:	Laura Johnson	Phone:	(908) 625-6671
Event Dates:	04/01/2016, 04/04/2016 - 04/06/2016	Hours:	Friday: 9:00 AM - 5:00 PM Monday: 9:00 AM - 3:00 PM Tuesday: 8:30 AM - 5:30 PM Wednesday: 8:30 AM - 5:30 PM

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 125 Per Day

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Festival Field (Asphalt)	03/29/2016 08:00 AM - 06:00 PM	Move In	1,650.00
Huntington Beach Building (#12)	03/29/2016 08:00 AM - 06:00 PM	Move In	1,550.00
½ Parking Lot I	03/29/2016 08:00 AM - 06:00 PM	Move In	450.00
Wednesday			
Festival Field (Asphalt)	03/30/2016 08:00 AM - 06:00 PM	Move In	1,650.00
Huntington Beach Building (#12)	03/30/2016 08:00 AM - 06:00 PM	Move In	1,550.00
½ Parking Lot I	03/30/2016 08:00 AM - 06:00 PM	Move In	450.00
Thursday			
Festival Field (Asphalt)	03/31/2016 08:00 AM - 06:00 PM	Move In	1,650.00
Huntington Beach Building (#12)	03/31/2016 08:00 AM - 06:00 PM	Move In	1,550.00
½ Parking Lot I	03/31/2016 08:00 AM - 06:00 PM	Move In	450.00
Friday			
Festival Field (Asphalt)	04/01/2016 08:00 AM - 05:00 PM	Move In/Dark	1,650.00
Huntington Beach Building (#12)	04/01/2016 09:00 AM - 05:00 PM	Move In	1,550.00
½ Parking Lot I	04/01/2016 08:00 AM - 05:00 PM	Move In/Dark	450.00
Saturday			
Festival Field (Asphalt)	04/02/2016 08:00 AM - 05:00 PM	Dark	No Charge
Huntington Beach Building (#12)	04/02/2016 08:00 AM - 05:00 PM	Dark	No Charge
½ Parking Lot I	04/02/2016 08:00 AM - 05:00 PM	Dark	No Charge
Sunday			
Festival Field (Asphalt)	04/03/2016 08:00 AM - 05:00 PM	Dark	No Charge
Huntington Beach Building (#12)	04/03/2016 08:00 AM - 05:00 PM	Dark	No Charge
½ Parking Lot I	04/03/2016 08:00 AM - 05:00 PM	Dark	No Charge
Monday			
Festival Field (Asphalt)	04/04/2016 09:00 AM - 03:00 PM	Event	3,300.00
Huntington Beach Building (#12)	04/04/2016 09:00 AM - 03:00 PM	Event	3,100.00
½ Parking Lot I	04/04/2016 09:00 AM - 03:00 PM	Event	900.00
Tuesday			
Festival Field (Asphalt)	04/05/2016 08:30 AM - 05:30 PM	Event	3,300.00
Huntington Beach Building (#12)	04/05/2016 08:30 AM - 05:30 PM	Event	3,100.00
½ Parking Lot I	04/05/2016 08:30 AM - 05:30 PM	Event	900.00
Wednesday			
Festival Field (Asphalt)	04/06/2016 08:30 AM - 05:30 PM	Event	3,300.00
Huntington Beach Building (#12)	04/06/2016 08:30 AM - 05:30 PM	Event	3,100.00
½ Parking Lot I	04/06/2016 08:30 AM - 05:30 PM	Event	900.00

-Move out must be completed by 11:59 PM on Wednesday - April 6, 2016 to avoid additional charges. Total: 36,500.00

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	03/29/2016 - 04/01/2016 & 04/04/2016 - 04/06/2016	3.00 EA	125.00 EA/DAY	2,625.00
45 MB Internet - Static IP	04/01/2016, 04/04/2016 - 04/06/2016	1.00 EA	400.00 EA/DAY	1,600.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00
Folding Chair	TBD	TBD EA	2.50 EA	TBD
Folding Table (<i>Rectangular</i>)	TBD	TBD EA	15.00 EA	TBD

EXHIBIT A

Event Information					
Forklift	TBD	TBD EA	75.00 HR	TBD	
Portable Electronic Message Board	04/01/2016, 04/04/2016 - 04/06/2016	2.00 EA	75.00 EA/DAY	600.00	
Scissor Lift (<i>Electrical</i>)	TBD	TBD HR	75.00 HR	TBD	
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Wireless Internet Router	04/01/2016, 04/04/2016 - 04/06/2016	1.00 EA	75.00 EVT	75.00	
Total:				7,313.00	
Reimbursable Personnel Fees					
Description	Date-Time	Units	Rate	Actual	
Event Operations					
Set Up					
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Janitorial Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00	
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00	
Event Day					
Janitorial Attendant	04/01/2016 Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Janitorial Attendant	04/04/2016 Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Janitorial Attendant	04/05/2016 Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Janitorial Attendant	04/06/2016 Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Clean Up					
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Grounds Attendant (<i>Chalk Removal</i>)	Estimate 16 Hours	16.00 HR	20.00 HR	320.00	
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00	
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00	
Event Sales & Services					
Event Coordinator	04/01/2016 Estimate 5 Hours	5.00 EA	40.00 HR	200.00	
Event Coordinator	04/04/2016 Estimate 5 Hours	5.00 EA	40.00 HR	200.00	
Event Coordinator	04/05/2016 Estimate 5 Hours	5.00 EA	40.00 HR	200.00	
Event Coordinator	04/06/2016 Estimate 5 Hours	5.00 EA	40.00 HR	200.00	
Parking					
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	
Safety & Security					
Security Attendant - Overnight	03/29/2016 06:00 PM - 03/30/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	03/30/2016 06:00 PM - 03/31/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	03/31/2016 06:00 PM - 04/01/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	04/01/2016 06:00 PM - 04/02/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	04/02/2016 06:00 PM - 04/03/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	04/03/2016 06:00 PM - 04/04/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	04/04/2016 06:00 PM - 04/05/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
Security Attendant - Overnight	04/05/2016 06:00 PM - 04/06/2016 07:00 AM	1.00 EA	20.00 HR	260.00	
<i>(Huntington Beach Building Only)</i>					
Security Attendant	04/02/2016 07:00 AM - 04/03/2016 06:00 PM	1.00 EA	20.00 HR	220.00	
Security Attendant	04/03/2016 07:00 AM - 04/04/2016 06:00 PM	1.00 EA	20.00 HR	220.00	
<i>(Huntington Beach Building Only)</i>					
Outside Services					
Emergency Medical Services	04/04/2016 08:30 AM - 03:30 PM	1.00 EA	20.00 HR	140.00	
Emergency Medical Services	04/05/2016 08:00 AM - 06:00 PM	1.00 EA	20.00 HR	200.00	
Emergency Medical Services	04/06/2016 08:00 AM - 06:00 PM	1.00 EA	20.00 HR	200.00	
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 EA	263.00 HR	394.50	
Total:				6,594.50	

Summary

Facility Rental Total	\$36,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,907.50
Parking Buyout (<i>200 vehicles at \$8.00 each</i>)	\$1,600.00
Refundable Deposit	\$1,500.00

EXHIBIT A

Event Information

Grand Total: \$53,507.50

Payment Schedule

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
03/04/2016	\$53,507.50

Total: \$53,507.50

Payment Total: \$53,507.50

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.

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 OCFEC 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.

HYUNDAI RIDE & DRIVE 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 I and Festival Field (Asphalt) 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.

OYATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.



R_____

A_____

AMENDMENT TO HYUNDAI RIDE & DRIVE
(April 2016)

DATE: April 12, 2016

RENTAL AGREEMENT: R-101-16

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

Facility and/or Area Fees	Date-Time	Activity	Actual
Monday			
½ Parking Lot I	04/04/2016 09:00 AM - 03:00 PM	Event	900.00
Tuesday			
½ Parking Lot I	04/05/2016 08:30 AM - 05:30 PM	Event	900.00
Wednesday			
½ Parking Lot I	04/06/2016 08:30 AM - 05:30 PM	Event	900.00
Total:			2,700.00

Summary

Original Rental Agreement Facility Fee Grand Total	\$36,500.00
Revised Rental Agreement Facility Fee Grand Total	\$39,200.00
Original Rental Agreement Facility Fee Grand Total	\$13,907.50
Original Parking Buyout (200 vehicles at \$8.00 each)	\$1,600.00
Refundable Deposit	\$1,500.00
Grand Total:	\$56,207.50

Payment Schedule

Payment Schedule

First Payment	PAID REC-3652	\$53,507.50
Second Payment	04/04/16	\$2,700.00

Total Due: \$2,700.00

Payment Total: \$2,700.00

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*****

By _____ Date: _____
David Gugala, Senior Vice President
GP Sandy

By _____ Date: _____
Kathy Kramer, Chief Executive Officer
32nd District Agricultural Association

REVIEWED _____

DATE April 12, 2016

FAIRTIME

APPROVED _____

INTERIM

XX**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Event Solutions International** 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 2 - 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:

FCA Tech Support - Chrysler Pacifica

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$39,265.00

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.

Event Solutions International
1757 Larchwood Drive
Troy, MI 48083

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Bob Ward, Purchasing Manager**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	FCA Tech Support - Chrysler Pacifica	Contract No:	R-102-16
Contact Person:	Bob Ward	Phone:	(568) 530-0942
Event Dates:	03/02/2016 - 03/22/2016	Hours:	Sunday - Saturday: 9:00 AM - 7:00PM

Vehicle Parking Fee:	Private Event (<i>No Parking Fee</i>)	Projected Attendance:	35 per day
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday Covered Arena	03/02/2016 09:00 AM - 07:00 PM	Event	1,000.00
Thursday Covered Arena	03/03/2016 09:00 AM - 07:00 PM	Event	1,000.00
Friday Covered Arena	03/04/2016 09:00 AM - 07:00 PM	Event	1,000.00
Saturday Covered Arena	03/05/2016 09:00 AM - 07:00 PM	Event	1,000.00
Sunday Covered Arena	03/06/2016 09:00 AM - 07:00 PM	Event	1,000.00
Monday Covered Arena	03/07/2016 09:00 AM - 07:00 PM	Event	1,000.00
Tuesday Covered Arena	03/08/2016 09:00 AM - 07:00 PM	Event	1,000.00
Wednesday Covered Arena	03/09/2016 09:00 AM - 07:00 PM	Event	1,000.00
Thursday Covered Arena	03/10/2016 09:00 AM - 07:00 PM	Event	1,000.00
Friday Covered Arena	03/11/2016 09:00 AM - 07:00 PM	Event	1,000.00
Saturday Covered Arena	03/12/2016 09:00 AM - 07:00 PM	Event	1,000.00
Sunday Covered Arena	03/13/2016 09:00 AM - 07:00 PM	Event	1,000.00
Monday Covered Arena	03/14/2016 09:00 AM - 07:00 PM	Event	1,000.00
Tuesday Covered Arena	03/15/2016 09:00 AM - 07:00 PM	Event	1,000.00
Wednesday Covered Arena	03/16/2016 09:00 AM - 07:00 PM	Event	1,000.00
Thursday Covered Arena	03/17/2016 09:00 AM - 07:00 PM	Event	1,000.00
Friday Covered Arena	03/18/2016 09:00 AM - 07:00 PM	Event	1,000.00
Saturday Covered Arena	03/19/2016 09:00 AM - 07:00 PM	Event	1,000.00
Sunday Covered Arena	03/20/2016 09:00 AM - 07:00 PM	Event	1,000.00
Monday Covered Arena	03/21/2016 09:00 AM - 07:00 PM	Event	1,000.00

EXHIBIT A

Event Information

Tuesday

Covered Arena

03/22/2016 09:00 AM - 07:00 PM

Event

1,000.00

-Move out must be completed by 11:59 PM on Tuesday - March 22, 2016 to avoid additional charges.

Total:

21,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	Estimate 30	30.00 EA	2.50 EA	75.00
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Usage Rate	Estimate Only	1.00 EA	5,250.00 EVT	5,250.00
Folding Table	Estimate 12	12.00 EA	15.00 EA	180.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 21 Day	Estimate 30	30.00 EA	84.00 EA	2,520.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

Total:

8,445.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Event Day</u>				
Grounds Attendant	03/02/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/02/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/03/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/03/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/04/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/04/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/05/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/05/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/06/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/06/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/07/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/07/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/08/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/08/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/09/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/09/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/10/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/10/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/11/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/11/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/12/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/12/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/13/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/13/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/14/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/14/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/15/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/15/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/16/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/16/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00

EXHIBIT A

Event Information

Grounds Attendant	03/17/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/17/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/18/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/18/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/19/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/19/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/20/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/20/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/21/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/21/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Grounds Attendant	03/22/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	03/22/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00

Clean Up

Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00

Safety & Security

Security Attendant - Overnight	03/02/2016 07:00 PM - 03/03/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/03/2016 07:00 PM - 03/04/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/04/2016 07:00 PM - 03/05/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/05/2016 07:00 PM - 03/06/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/06/2016 07:00 PM - 03/07/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/07/2016 07:00 PM - 03/08/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/08/2016 07:00 PM - 03/09/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/09/2016 07:00 PM - 03/10/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/10/2016 07:00 PM - 03/11/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/11/2016 07:00 PM - 03/12/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/12/2016 07:00 PM - 03/13/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/13/2016 07:00 PM - 03/14/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/14/2016 07:00 PM - 03/15/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/15/2016 07:00 PM - 03/16/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/16/2016 07:00 PM - 03/17/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/17/2016 07:00 PM - 03/18/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/18/2016 07:00 PM - 03/19/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/19/2016 07:00 PM - 03/20/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/20/2016 07:00 PM - 03/21/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/21/2016 07:00 PM - 03/22/2016 07:00 AM	1.00 EA	20.00 HR	240.00

Total: 8,320.00

Summary

Facility Rental Total	\$21,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,765.00
Refundable Deposit	\$1,500.00

Grand Total: \$39,265.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/01/2016	\$39,265.00

Total: \$39,265.00

Payment Total: \$39,265.00

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.****

EXHIBIT A

Event Information

*****ALL PAYMENTS ARE NON-REFUNDABLE*****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

COMPLIMENTARY PARKING PASSES

Event Solutions International will be provided ten (10) complimentary parking passes.



R_____

A_____

AMENDMENT TO FCA TECH SUPPORT - CHRYSLER PACIFICA
(March 2016)

DATE: March 10, 2016

RENTAL AGREEMENT: R-102-16

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday Covered Arena	03/10/2016 09:00 AM - 07:00 PM	Event	1,000.00
Friday Covered Arena	03/11/2016 09:00 AM - 07:00 PM	Event	1,000.00
Saturday Covered Arena	03/12/2016 09:00 AM - 07:00 PM	Event	1,000.00
Sunday Covered Arena	03/13/2016 09:00 AM - 07:00 PM	Event	1,000.00
Monday Covered Arena	03/14/2016 09:00 AM - 07:00 PM	Event	1,000.00
Tuesday Covered Arena	03/15/2016 09:00 AM - 07:00 PM	Event	1,000.00
Wednesday Covered Arena	03/16/2016 09:00 AM - 07:00 PM	Event	1,000.00
Thursday Covered Arena	03/17/2016 09:00 AM - 07:00 PM	Event	1,000.00
Friday Covered Arena	03/18/2016 09:00 AM - 07:00 PM	Event	1,000.00
Saturday Covered Arena	03/19/2016 09:00 AM - 07:00 PM	Event	1,000.00
Sunday Covered Arena	03/20/2016 09:00 AM - 07:00 PM	Event	1,000.00
Monday Covered Arena	03/21/2016 09:00 AM - 07:00 PM	Event	1,000.00
Tuesday Covered Arena	03/22/2016 09:00 AM - 07:00 PM	Event	1,000.00
Total:			(13,000.00)



ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
The Hangar	03/10/2016 09:00 AM - 07:00 PM	Event	3,300.00
Friday			
The Hangar	03/11/2016 09:00 AM - 07:00 PM	Event	3,300.00
Saturday			
The Hangar	03/12/2016 09:00 AM - 07:00 PM	Event	3,300.00
Sunday			
The Hangar	03/13/2016 09:00 AM - 07:00 PM	Event	3,300.00
Monday			
The Hangar	03/14/2016 09:00 AM - 07:00 PM	Event	3,300.00
Tuesday			
The Hangar	03/15/2016 09:00 AM - 07:00 PM	Event	3,300.00
Wednesday			
The Hangar	03/16/2016 09:00 AM - 07:00 PM	Event	3,300.00
Thursday			
The Hangar	03/17/2016 09:00 AM - 07:00 PM	Event	3,300.00
Friday			
The Hangar	03/18/2016 09:00 AM - 07:00 PM	Event	3,300.00
Saturday			
The Hangar	03/19/2016 09:00 AM - 07:00 PM	Event	3,300.00
Sunday			
The Hangar	03/20/2016 09:00 AM - 07:00 PM	Event	3,300.00
Monday			
The Hangar	03/21/2016 09:00 AM - 07:00 PM	Event	3,300.00
Tuesday			
The Hangar	03/22/2016 09:00 AM - 07:00 PM	Event	3,300.00
Total:			42,900.00

SUBTRACTION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Safety and Security</u>				
Security Attendant - Overnight	03/10/2016 07:00 PM - 03/11/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/11/2016 07:00 PM - 03/12/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/12/2016 07:00 PM - 03/13/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/13/2016 07:00 PM - 03/14/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/14/2016 07:00 PM - 03/15/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/15/2016 07:00 PM - 03/16/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/16/2016 07:00 PM - 03/17/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/17/2016 07:00 PM - 03/18/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/18/2016 07:00 PM - 03/19/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/19/2016 07:00 PM - 03/20/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/20/2016 07:00 PM - 03/21/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/21/2016 07:00 PM - 03/22/2016 07:00 AM	1.00 EA	20.00 HR	240.00
Total:				(2,880.00)



Summary

Original Rental Agreement Facility Fee Grand Total	\$21,000.00
Revised Rental Agreement Facility Fee Grand Total	\$50,900.00
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$16,765.00
Revised Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$13,885.00
Refundable Deposit	\$1,500.00
Grand Total:	\$66,285.00

Payment Schedule

Payment Schedule

First Payment	PAID Receipt #3554	\$39,265.00
Second Payment	03/10/2016	\$27,020.00
Total Due:		\$27,020.00
Payment Total:		\$27,020.00

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*****

By _____ Date: _____
Bob Ward, Purchasing Manager
Event Solutions International

By _____ Date: _____
Michele A. Richards, V.P. Business Development
32nd District Agricultural Association

REVIEWED _____

DATE April 12, 2016

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **MOBILEMONEY, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **Beginning June 1, 2016 and ending on May 31, 2017**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Various locations, as indicated in Exhibit "A"

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

TO PROVIDE AND MAINTAIN ATM MACHINES

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Not less than 58% of all customer surcharge transaction processing fees

5. **Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the 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.

MOBILEMONEY, Inc.
941 Calle Negocio
San Clemente, CA 92673

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Michael Hill, West Coast Event Manager

Title: Kathy Kramer, Chief Executive Officer

AGREEMENT: R-104-16
DATE: April 12, 2016
WITH: MOBILEMONEY, Inc.
PHONE: (888) 414-6866

EXHIBIT "A"

This Agreement covers ATM services to be provided by MOBILEMONEY, Inc., hereinafter called the Contractor, for the 32nd District Agricultural Association, hereinafter called the District.

DATES OF AGREEMENT: June 1, 2016 and ending on May 31, 2017

Contractor shall locate mobile ATMs at District's facility as negotiated with the District. District is willing to permit Contractor to locate the mobile ATMs based on the terms and conditions set forth herein.

Contractor makes no representation or warranties with regard to the size of the attendance at the events or the level of business that will be done by the mobile ATMs.

OPERATING PRIVILEGE

1. The District hereby grants Contractor the sole and exclusive right and privilege to place, position, operate and maintain mobile ATMs at the OC Fair & Event Center. This shall not apply to permanent stationary ATMs existing at the facility prior to the effective date of this agreement.
2. Contractor's occupancy shall be limited to Automated Teller Machines provided by Contractor and serviced by Contractor to maintain, replenish and improve accessibility of cash.
3. Contractor shall possess the right to occupy the space(s) described below, subject to the terms and conditions of this agreement to provide, place and maintain various ATMs on District Property as designated by District Management.
4. Contractor shall also provide labor, customer support, supplies and materials related to the ATMs.
5. Contractor shall ensure that malfunctioning machines are repaired or replaced within sixty (60) minutes during all events.
6. Contractor shall maintain sufficient amounts of cash in all ATMs at all times. District reserves the right to designate sufficiency of cash in each machine.
7. Contractor shall, at its own expense, maintain an adequate supply of paper and ribbons for ATM usage.
8. Contractor shall ensure that all machines remain clean from dirt and debris, and all signage remains visible and attractive to the District's satisfaction.
9. Contractor warrants, including the condition of the ATMs, its merchantability or fitness for particular purpose, and its ability to be licensed, permitted and registered to provide the service to be rendered to District hereunder.
10. District shall extend dedicated operating electrical power for Contractor within three (3) feet of an ATM site and provide power at District cost. All other expenses associated with the contract shall be the sole responsibility of Contractor, in addition to the expense of installation and monthly recurring costs.

PLACEMENT OF ATMs

11. Contractor may not transfer or move ATMs without prior approval from the District.
12. Locations of ATMs shall be designated by District Management. At District's sole discretion, locations may change from time to time in accordance with the numerous events located on District property. District agrees to provide Contractor five (5) days advance notification of such events in order for Contractor to facilitate the transfer of machines and/or to increase number of machines.
13. There shall be a minimum of eight (8) permanent ATMs at various locations on District property.
 - a. One (1) east of the Baja Blues ramp during the Speedway Season
 - b. One (1) inside the Baja Blues
 - c. Two (2) west portion of the Main Mall
 - d. One (1) east portion of the Main Mall
 - e. Two (2) east of Blue Gate
 - f. One (1) near Fair Drive in Lot A near the Orange County Market Place snack bar
14. The District will provide one (1) electrical power outlet (110 Volt) for each ATM.

PAYMENT

15. Contractor agrees to pay to the District, for rights and privileges hereby granted, an amount for each transaction made at the ATMs called a transaction processing fee or surcharge fee. A "transaction" shall mean any withdrawal made from a cardholder's account for which a transaction processing fee or surcharge fee is collected. No other service related charges, fees or transaction surcharges except for the above transaction processing fees shall be permitted, dispersed, paid or quantified by Contractor.
16. The Customer Transaction Processing Fee shall be solely determined by the District. The Customer Transaction Processing Fee shall be \$3.00 per transaction. Each individual transaction may involve withdrawals up to \$200.00.
17. Contractor agrees to pay the District an amount not less than 58% per transaction processing fee.
18. District Management reserves the right to adjust the Customer Transaction Processing Fee at any time.
19. Contractor agrees that payments to the District for transaction processing fees shall be due by the 10th day of each month for the prior month's transactions, including a summary of transactions for each machine. During the annual OC Fair, daily activity reports must be provided to the District as requested by the District.
20. In the event any transaction or daily settlement amount is disputed by a cardholder's financial institution or the processor and, as a result, charged back by that cardholder's financial institution or processor, Contractor shall be responsible for that amount plus any assessed fees. Contractor shall not offset or reduce any transaction processing fees payable to the District.

ADVERTISING/SPONSORSHIP

21. District and contractor shall mutually agree on revenue sharing terms prior to District pursuing sponsorship branding or advertisements on ATM's, excluding presentation of District's logo or OC Fair theme artwork/video screen messaging which the District may implement at any time. Contractor will help facilitate the branding or advertising, but shall be reimbursed for any out of pocket expenses for extra signage or advertising fees.

INSURANCE

22. Contractor agrees to provide and maintain proper insurance coverage against loss, theft, damage and/or destruction of the ATMs.
23. Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements), must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in the termination of said contract. If at any time during the term of the contract, Contractor fails to maintain any of the insurance requirements, the District may, at District's option and in addition to all other remedies available, declare a material breach of contract by the Contractor, and terminate the contract.
24. The phrase "fails to maintain any of the insurance requirements" shall include, but is not limited to, notification received by District that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent. In no event is District responsible for the payment of premiums or deductibles of any required coverage. It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to District, the State of California, and other additional insureds named in the contract, shall be secondary. Nothing contained in the Agreement shall be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude District from taking other actions available to it under the contract documents or by law.

COMPLIANCE

25. Contractor agrees it will comply with all applicable laws, rules and regulations of the State and Federal jurisdictions, including but not limited to all laws, rules and regulations relating to the use, licensing and/or operations of ATMs, such as sections of the Americans with Disabilities Act Accessibility Guidelines.
26. District agrees that the processing services provided by Contractor consists in part of computer programs, procedures, forms and other related materials which have been acquired, licensed or developed by Contractor and are trade secrets which are of great value to Contractor. District will make its best efforts not to disclose to others any confidential or propriety information. All service and trademarks developed by Contractor shall be the property of Contractor.
27. Contractor warrants that it has not been terminated from settlement or card transactions by any financial institution or determined to be in violation of MasterCard or Visa rules and regulations.
28. Contractor shall comply with all applicable laws and regulations, and obtain necessary licenses, permits and/or registrations to conduct its business and provide processing services herein.
29. The District retains the right of final approval for all work to be performed.
30. Contractor shall be responsible for property damaged, lost or destroyed due to negligence or intentional acts of Contractor or its employees. Contractor shall be responsible for the conduct of its subcontractors, employees and/or agents.
31. Contractor agrees to provide a written confirmation of costs, for approval by District Management, prior to the initiation of any additional requested services.
32. Contractor and Contractor's employees shall dress uniformly and shall be courteous and efficient as well as neat and clean in appearance at all times. Identification as Contractor's employee shall be prominently displayed at all times.
33. Contractor agrees to comply with any requirements arising from any audits/evaluations conducted by District management, the Department of Food & Agriculture, and/or the Attorney General's Office.

34. Contractor's performance during the entire period of the contract shall be subject to the supervision of District Management. Contractor agrees that District Management, at its sole discretion, may determine that a person or agent utilized by Contractor is detrimental to District operations due to his or her appearance, conduct or demeanor. Contractor agrees to remove such person or agent from operations as a result of such matter. Determination by District Management regarding these matters shall be final.
35. Contractor agrees to observe and comply with all fire regulations as required by State Fire Marshal.
36. Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter any ticket, admission, permit or license issued by the District to Contractor or its employees.
37. It is mutually agreed that the awarded contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the District.
38. In no way will the awarded contract create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.
39. It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
40. The Agreement is not binding upon the District until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food & Agriculture. Contractor represents and warrants that the signatory to the contract is empowered to represent Contractor to enter into the contract and to bind Contractor to the terms and conditions contained herein.
41. Contractor must maintain one or more representatives who are authorized to take immediate action upon the request of District Management. This person must be identified to the District as Contractor's authorized representative.
42. All vehicles and equipment shall be provided by Contractor. All vehicles and equipment must be maintained and clean in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment.
43. If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.
44. Megan's Law Screening: In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity's employees, agents, servants, volunteers and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening (Part X).
45. Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances.
46. The District reserves the right to terminate any contract at any time by giving Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.
47. The District is aware that Contractor contracts armed personnel to be on site to service their equipment.

FAIR TIME

48. Up to five (5) Contractor employees, representatives or agents will be granted free admittance during the annual OC Fair for the purpose of service, technical support and security of the mobile ATMs.
49. Two (2) parking spaces will be granted during the annual OC Fair for above specified technical support.

REVIEWED _____

DATE **April 12, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The OC Marathon** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 27 - May 2, 2016;**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The OC Marathon

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$100,000 Minimum (\$78,729.50 Payable by April 01, 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.

The OC Marathon
4500 Campus Drive, Suite 570
Newport Beach, CA 92660

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____ Date: _____

By _____ Date: _____

Title: Gary Kutscher, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: The OC Marathon
Contact Person: Gary Kutscher
Event Dates: 04/29/2016 - 05/01/2016

Contract No: R-105-16
Phone: (714) 330-8048
Hours: Expo: Friday: 4:00 PM - 8:00 PM
 Expo: Saturday: 9:00 AM - 6:00 PM
Kids Run: Saturday: 8:00 AM - 12:00 PM
Marathon: Sunday: 5:00 AM - 3:00 PM

Vehicle Parking Fee: Friday/Saturday \$8.00; Sunday \$10.00 (*Participant Hang Tag \$8.00*) **Projected Attendance:** 20,000+

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>2016</u>
Wednesday			
Costa Mesa Building (#10) - <i>Expo</i>	04/27/2016 06:00 AM - 11:00 PM	Move In	2,050.00
Thursday			
Costa Mesa Building (#10) - <i>Expo</i>	04/28/2016 06:00 AM - 11:00 PM	Move In	2,050.00
Santa Ana Pavilion (POP) - <i>Expo</i>	04/28/2016 06:00 AM - 11:00 PM	Move In	No Charge
Friday			
Costa Mesa Building (#10) - <i>Expo</i>	04/29/2016 04:00 PM - 08:00 PM	Event	4,100.00
Santa Ana Pavilion (POP) - <i>Expo</i>	04/29/2016 04:00 PM - 08:00 PM	Event	No Charge
Crafters Village - <i>Kids Run</i>	04/29/2016 12:00 PM - 07:00 PM	Move In	450.00
Park Plaza - <i>Kids Run</i>	04/29/2016 12:00 PM - 07:00 PM	Move In	650.00
Saturday			
Costa Mesa Building (#10) - <i>Expo</i>	04/30/2016 09:00 AM - 06:00 PM	Event	4,100.00
Santa Ana Pavilion (POP) - <i>Expo</i>	04/30/2016 09:00 AM - 06:00 PM	Event	No Charge
Crafters Village - <i>Kids Run</i>	04/30/2016 08:00 AM - 12:00 PM	Event	900.00
Park Plaza - <i>Kids Run</i>	04/30/2016 08:00 AM - 12:00 PM	Event	1,300.00
Streets - <i>Kids Run</i>	04/30/2016 08:00 AM - 12:00 PM	Event	1,050.00
Sunday			
Campground - <i>For Trucks, Water & Supplies</i>	05/01/2016 05:00 AM - 03:00 PM	Event	2,200.00
Country Meadows - <i>Marathon</i>	05/01/2016 05:00 AM - 03:00 PM	Event	1,700.00
Main Mall - <i>Marathon</i>	05/01/2016 05:00 AM - 03:00 PM	Event	1,500.00
Streets - <i>Marathon</i>	05/01/2016 05:00 AM - 03:00 PM	Event	1,050.00
Monday	05/02/2016 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			*23,100.00

-Move out must be completed by 11:59 AM on Monday - May 2, 2016 or an additional charge of \$2,050 per day will be applied.

-This agreement provides for exclusive use of District's (OCFEC) parking lots (EQC parking area not included) during dates of this event.

-All Facility Rental Fees for 2017 are subject to change and shall be based upon the then applicable approved rates.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB - Dynamic IP	TBD	TBD DAY	50.00 EA/DAY	TBD
45 MB - Static IP	TBD	TBD DAY	400.00 EA/DAY	TBD
20 Amp Drop	Estimate 3	3.00 EA	25.00 EA	75.00
30 Amp Drop	TBD	TBD EA	45.00 EA	TBD
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Audio Mixer	Estimate 2	2.00 EA	35.00 EA	70.00
Barricade (<i>Plastic</i>)	Estimate 70	70.00 EA	15.00 EA	1,050.00
Bleacher (<i>100 Seat Section</i>)	Estimate 3	3.00 EA	250.00 EA	750.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Diesel & Gasoline	TBD	TBD GAL	3.00 GAL	TBD
Dumpster	Estimate 165	165.00 EA	18.00 EA	2,970.00
Electrical Splitter Box	Estimate 12	12.00 EA	55.00 EA	660.00
Electrical Usage Rate	Estimate Only	1.00 EA	5,000.00 EVT	5,000.00
Forklift	Estimate 33 Hours	33.00 HR	75.00 HR	2,475.00
Information Booth	Estimate 2	2.00 EA	150.00 EVT	300.00
<i>(Does not include bottom banners)</i>				
Man Lift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Marquee Board (<i>4 Consecutive Weeks</i>)	04/02/2016 - 05/01/2016	4.00 WK	450.00 WK	Included
Picnic Table	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electric Message Board	04/29/2016 - 05/01/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (<i>Per Building</i>)	04/29/2016 - 04/30/2016	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift (<i>Electrical & Banners</i>)	TBD	TBD HR	75.00 HR	TBD

EXHIBIT A

Event Information					
Stanchion	Estimate 20	20.00	EA	5.00	EA 100.00
Sweeper (<i>In-House</i>)	Estimate 12 Hours	12.00	HR	75.00	HR 900.00
Wireless Microphone	Estimate 2	2.00	EA	50.00	EA 100.00
Wireless Internet Router	04/27/2016 - 05/01/2016	1.00	EA	75.00	EVT 75.00
				Total:	16,200.00
Reimbursable Personnel Fees					
<u>Event Operations</u>					
<u>Set Up</u>					
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR 240.00
Grounds Attendant	Estimate 36 Hours	36.00	HR	20.00	HR 720.00
Janitorial Attendant	Estimate 30 Hours	30.00	HR	20.00	HR 600.00
Electrician	Estimate 8 Hours	8.00	HR	50.00	HR 400.00
<u>Event Days</u>					
Expo 4:00 PM - 8:00 PM					
Grounds Attendant Lead	04/29/2016 02:00 PM - 08:00 PM	1.00	EA	30.00	HR 180.00
Grounds Attendant	04/29/2016 02:00 PM - 08:00 PM	3.00	EA	20.00	HR 360.00
Janitorial Attendant	04/29/2016 02:00 PM - 08:00 PM	4.00	EA	20.00	HR 480.00
Electrician	04/29/2016 02:00 PM - 08:00 PM	1.00	EA	50.00	HR 300.00
Expo 9:00 AM - 6:00 PM & Kids Run 8:00 AM - 12:00 PM					
Grounds Attendant Lead	04/30/2016 06:00 AM - 06:00 PM	1.00	EA	30.00	HR 360.00
Grounds Attendant	04/30/2016 06:00 AM - 06:00 PM	3.00	EA	20.00	HR 720.00
Janitorial Attendant	04/30/2016 06:00 AM - 06:00 PM	8.00	EA	20.00	HR 1,920.00
Electrician	04/30/2016 06:00 AM - 06:00 PM	1.00	EA	50.00	HR 600.00
OC Marathon 5:30 AM - 3:00 PM					
Grounds Attendant Lead	05/01/2016 04:30 AM - 03:00 PM	1.00	EA	30.00	HR 315.00
Grounds Attendant	05/01/2016 04:30 AM - 03:00 PM	3.00	EA	20.00	HR 630.00
Janitorial Attendant Lead	TBD	TBD	EA	30.00	HR TBD
Janitorial Attendant	05/01/2016 07:00 AM - 03:00 PM	2.00	EA	20.00	HR 320.00
Janitorial Attendant	05/01/2016 04:30 AM - 03:00 PM	14.00	EA	20.00	HR 2,940.00
Electrician	05/01/2016 04:30 AM - 03:00 PM	1.00	EA	50.00	HR 525.00
<u>Clean Up</u>					
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR 240.00
Grounds Attendant	Estimate 30 Hours	30.00	HR	20.00	HR 600.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	20.00	HR 480.00
Electrician	Estimate 4 Hours	4.00	HR	50.00	HR 200.00
<u>Event Sales & Services</u>					
Event Coordinator	04/29/2016 02:00 PM - 08:00 PM	1.00	EA	40.00	HR 240.00
Event Coordinator	04/30/2016 06:00 AM - 06:00 PM	1.00	EA	40.00	HR 480.00
Event Coordinator	05/01/2016 03:00 AM - 03:00 PM	1.00	EA	40.00	HR 480.00
<u>Parking</u>					
<u>Set Up</u>					
Parking Attendant Lead	04/28/2016 07:00 AM - 05:00 PM	1.00	EA	30.00	HR 300.00
Parking Attendant	04/28/2016 07:00 AM - 05:00 PM	3.00	EA	20.00	HR 600.00
Parking Attendant Lead	04/29/2016 07:00 AM - 03:00 PM	1.00	EA	30.00	HR 240.00
Parking Attendant	04/29/2016 07:00 AM - 03:00 PM	2.00	EA	20.00	HR 320.00
Parking Attendant Lead	04/30/2016 07:00 AM - 12:00 PM	2.00	EA	30.00	HR 300.00
Parking Attendant	04/30/2016 07:00 AM - 12:00 PM	3.00	EA	20.00	HR 300.00
<u>Course Set Up</u>					
Parking Attendant Lead	05/01/2016 01:00 AM - 06:00 AM	1.00	EA	30.00	HR 150.00
Parking Attendant	05/01/2016 01:00 AM - 06:00 AM	1.00	EA	20.00	HR 100.00
<u>Course Teardown</u>					
Parking Attendant Lead	05/01/2016 02:00 PM - 06:00 PM	1.00	EA	30.00	HR 120.00
Parking Attendant	05/01/2016 02:00 PM - 06:00 PM	3.00	EA	20.00	HR 240.00
<u>Safety & Security</u>					
Security Attendant	04/27/2016 05:00 PM - 12:00 AM	1.00	EA	20.00	HR 140.00
Security Attendant - Overnight	04/27/2016 05:00 PM - 04/28/2016 08:00 AM	2.00	EA	20.00	HR 600.00
Security Attendant	04/28/2016 08:00 AM - 05:00 PM	2.00	EA	20.00	HR 360.00
Security Attendant - Overnight	04/28/2016 05:00 PM - 04/29/2016 08:00 AM	2.00	EA	20.00	HR 600.00
Security Attendant - Overnight	04/28/2016 05:30 PM - 04/29/2016 08:30 AM	2.00	EA	20.00	HR 600.00

EXHIBIT A

Event Information

Friday

Security Attendant Lead	04/29/2016 08:30 AM - 5:00 PM	1.00	EA	30.00	HR	255.00
Security Attendant	04/29/2016 08:30 AM - 5:00 PM	2.00	EA	20.00	HR	340.00
Security Attendant - Overnight	04/29/2016 05:00 PM - 04/30/2016 08:00 AM	2.00	EA	20.00	HR	600.00
Security Attendant - Overnight	04/29/2016 07:30 PM - 04/30/2016 08:00 AM	2.00	EA	20.00	HR	500.00

Saturday

Security Attendant Lead	04/30/2016 08:00 AM - 01:00 PM	1.00	EA	30.00	HR	150.00
Security Attendant	04/30/2016 08:00 AM - 01:00 PM	5.00	EA	20.00	HR	500.00
Security Attendant - Overnight	04/30/2016 05:00 PM - 05/01/2016 08:00 AM	2.00	EA	20.00	HR	600.00

Sunday

Security Attendant Lead	05/01/2016 04:00 AM - 03:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	05/01/2016 04:00 AM - 03:00 PM	20.00	EA	20.00	HR	4,400.00
Security Attendant	05/01/2016 05:00 AM - 09:00 AM	1.00	EA	20.00	HR	80.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00	EA	100.00	EVT	100.00
Technology Attendant	Estimate 2 Hours	2.00	HR	40.00	HR	80.00

Outside Services

Costa Mesa Police Department (<i>Kids Run</i>)	04/30/2016 Estimate Only	1.00	EA	5,200.00	EVT	5,200.00
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: \$34,429.50

Summary

Facility Rental Total	\$23,100.00
Estimated Equipment Fees and Reimbursable Personnel/Outside Services Fees	\$50,629.50
Refundable Deposit (<i>Applicable Each Year</i>)	\$5,000.00

Grand Total: \$78,729.50

Annual Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - Facility Rental Fees Estimated Equipment Fees, Reimbursable Personnel Fees & Refundable Deposit	04/01/2016	\$78,729.50

Payment for 2016 event year to reflect annually approved Facility Rental Fees.

Please remit payment in *Check only*

ALL PAYMENTS ARE NON-REFUNDABLE**

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment.

APPROVED BOOKING OF ADJOINING EVENT

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$100,000 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$100,000 minimum guarantee.

GUARANTEE

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$100,000 in annual event revenues for each event year from 2016 through 2017 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions. Equipment Fees and Reimbursable Personnel/Outside Services Fees are not applicable to the calculation of this \$100,000 minimum guarantee.

SETTLEMENT

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within ten (10) business days of conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$100,000 minimum guarantee will be invoiced and be payable immediately upon receipt.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Danko Rest. Corp dba Devilicious Food Trucks** 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:

Devilicious Food 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.

Danko Rest. Corp dba Devilicious Food Trucks
31805 Temecula Parkway, #623
Temecula, CA 92592

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: **Kenneth Danko**Title: **Michele Richards, V.P. Business Development**

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Mess Hall Canteen, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2016 to December 31, 2016

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Mess Hall Canteen

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.

Mess Hall Canteen, Inc.
9877 Chapman Avenue, D-195
Garden Grove, CA 92841

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____

By_____

Title: **Jake McPeck**Title: **Michele Richards, V.P. Business Development**

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **LA Cravers, LLC dba Tokyo Doggie Style** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 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:

Tokyo Doggie Style

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

LA Cravers, LLC dba Tokyo Doggie Style
12470 Culver Boulevard, #13
Los Angeles, CA 90066

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Allie Yamamoto

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

Imaginology 2016 - Rental Agreement Numbers

Rental			Copy to Jessica
Agreement #	Rentor Name	\$	(date)
16 IO-01	Academic Chess	\$0	9-Mar
16 IO-FE 02	Academy of Sciences & Arts, OC	\$100 Refundable Deposit	9-Mar
16 IO-FE 03	OC Arial Arts	\$100 Refundable Deposit	9-Mar
16 IO-FE 04	AIAA Rocketry	\$100 Refundable Deposit	9-Mar
16 IO-FE 05	All-American Boys Chorus	\$100 Refundable Deposit	9-Mar
16 IO-FE 06	Angels Booster Club	\$100 Refundable Deposit	9-Mar
16 IO-FE 07	Arts & Learning Conservatory	\$100 Refundable Deposit	9-Mar
16 IO-FE 08	Blind Children's Learning Center	\$100 Refundable Deposit	9-Mar
16 IO-FE 09	California Fire Museum	\$0 - Demonstrator	9-Mar
16 IO-FE 10	California Homeschool Network	\$100 Refundable Deposit	9-Mar
16 IO-FE 11	Camp Fire Today Inland Southern California	\$100 Refundable Deposit	9-Mar
16 IO-FE 12	Deaf Advocacy Center, OC	\$100 Refundable Deposit	9-Mar
16 IO-FE 13	Drama Kids (Drama Advantages)	\$100 Refundable Deposit	9-Mar
16 IO-FE 14	Ed First High School Exchange Year	\$100 Refundable Deposit	9-Mar
16 IO-FE 15	ExplorOcean	\$100 Refundable Deposit	9-Mar
16 IO-FE 16	Girl Scouts OC	\$100 Refundable Deposit	9-Mar
16 IO-FE 17	Girls Inc	\$100 Refundable Deposit	9-Mar
16 IO-FE 18	Harbor Soaring Society	\$0 - Demonstrator	9-Mar
16 IO-FE 19	Healthy Smiles for Kids of Orange County	\$100 Refundable Deposit	9-Mar
16 IO-FE 20	Heritage Museum of Orange County	\$100 Refundable Deposit	9-Mar
16 IO-FE 21	Inside the Outdoors/OCDE	\$0 - deposit waived	9-Mar
16 IO-FE 22	ISOpod - City of Newport Beach	\$0 - Demonstrator	9-Mar
16 IO-FE 23	Job's Daughters	\$100 Refundable Deposit	9-Mar
16 IO-FE 24	Just B Kause - CANCELLED, NEW AGREEMENT W/ESS	\$100 Refundable Deposit	9-Mar
16 IO-FE 25	Model A Ford Club - OC	\$0 - Demonstrator	9-Mar
16 IO-FE 26	Mountain & Sea Adventures	\$100 Refundable Deposit	9-Mar
16 IO-FE 27	Oak Canyon Nature Center	\$0 - deposit waived	9-Mar
16 IO-FE 28	OC Vaulting	\$100 Refundable Deposit	9-Mar
16 IO-FE 29	Orange County Educational Arts Academy (OCEAA)	\$100 Refundable Deposit	9-Mar
16 IO-FE 30	Ocean Institute	\$100 Refundable Deposit	9-Mar
16 IO-FE 31	Orange County Transportation Authority (OCTA)	\$100 Refundable Deposit	9-Mar
16 IO-FE 32	The Open School	\$100 Refundable Deposit	9-Mar
16 IO-FE 33	Orange Coast Musical Arts	\$100 Refundable Deposit	9-Mar
16 IO-FE 34	OUI-Connect LLC aka Host A Frenchie	\$100 Refundable Deposit	9-Mar
16 IO-FE 35	Prehistoric Pets DBA The Reptile Zoo	\$0 - Demonstrator	9-Mar
16 IO-FE 36	Pretend City	\$100 Refundable Deposit	9-Mar
16 IO-FE 37	Project Wipeout - Hoag Memorial Hospital	\$0 - deposit waived	9-Mar
16 IO-FE 38	Recess Revolution	\$100 Refundable Deposit	9-Mar
16 IO-FE 39	Rock n' Roll Camp for Girls Orange County	\$100 Refundable Deposit	9-Mar
16 IO-FE 40	Scholastic Book Fairs	\$0 - Demonstrator	9-Mar
16 IO-FE 41	School of Continuing Education - Kids College (NOCCCD)	\$100 Refundable Deposit	9-Mar
16 IO-FE 42	Segerstrom Center for the Arts	\$100 Refundable Deposit	9-Mar
16 IO-FE 43	Serving Kids Hope	\$100 Refundable Deposit	9-Mar
16 IO-FE 44	OC Module Railroaders	\$0 - Demonstrator	9-Mar
16 IO-FE 45	Vanguard University of Southern California	\$100 Refundable Deposit	5-Apr
16 IO-FE 46	Orange County Mosquito and Vector Control District	\$100 Refundable Deposit	9-Mar
16 IO-FE 47	Western Antique Power Associates (WAPA)	\$0 - Demonstrator	9-Mar
16 IO-FE 48	Wolf Corp Robotics Team	\$100 Refundable Deposit	9-Mar
16 IO-FE 49	YMCA of Orange County	\$0 - deposit waived	9-Mar
16 IO-FE 50	MIND Research Institute	\$100 Refundable Deposit	9-Mar
16 IO-FE 51	CA Dept of Fish & Wildlife, So Coast Region; Fishing in the City	\$0 - deposit waived	9-Mar
16 IO-FE 52	UC Irvine Summer Session	\$100 Refundable Deposit	9-Mar
16 IO-FE 53	The Cooper Center	\$0 - deposit waived	9-Mar
16 IO-FE 54	The Wellness Champions	\$100 Refundable Deposit	9-Mar
16 IO-FE 55	STEAM Powdered Education	\$100 Refundable Deposit	9-Mar
16 IO-56	OC Scrool Saw Association	\$0 - Demonstrator	5-Apr
16 IO-FE 56	National Parks & Recreation - Santa Monica Mountains	\$0 - deposit waived	5-Apr
16 IO-FE 57	Community Roots Academy	\$100 Refundable Deposit	5-Apr
16 IO-FE 58	Inspire Charter Schools	\$100 Refundable Deposit	5-Apr
16 IO-59	UC Regents - Orange County 4-H	\$0	5-Apr
16 IO-FE 60	Reid Day School	\$100 Refundable Deposit	5-Apr
16 IO-FE 61	Orangethorpe Elementary School Multiage Program	\$100 Refundable Deposit	5-Apr
16 IO-FE 62	Eldorado Emerson Private School	\$100 Refundable Deposit	5-Apr
16 IO-FE 63	Children's Museum at La Habra	\$100 Refundable Deposit	5-Apr
16 IO-FE 64	American Cetacean Society	\$100 Refundable Deposit	5-Apr
16 IO-FE 65	Mad Science of South Orange County	\$0 - deposit waived	7-Apr

REVIEWED RWAPPROVED ADDATE 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 **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

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Scroll Saw Association** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 14-17; 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 20' space inside the Los Alamitos Building. Space includes 4 tables, 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:
Association to waive charges in exchange for OC Scroll Saw Association facilitating the "Woodworking activity" in the Action Gallery during operating hours of OC Fair Imaginology: Friday April 15, 9 am to 3 pm; Saturday and Sunday, April 16-17, 10 am to 5 pm.
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.

Orange County Scroll Saw Association
4142 N. Sunset St.
Orange, CA 92865

32ND DISTRICT AGRICULTURAL
88 Fair Drive
Costa Mesa, CA 92626

By Charles T. Collins (sign)
CHARLES T. COLLINS (print)

By Michele Richards 3-28-16
Title: Kathy Kraemer, Chief Executive Officer
Michele Richards, Vice President, Business Development

Title PRESIDENT

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **National Park Service** 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 to park a mobile unit . 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 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.

National Park Service
401 W. Hillcrest Dr
Thousand Oaks, CA 91360

32ND 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 _____

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 of page one.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Community Roots Academy – Carrie Ferguson**, 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; FRIDAY-SATURDAY, APRIL 15-16 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs 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.

Community Roots Academy – Carrie Ferguson
23431 Knollwood
Aliso Viejo, CA 92656

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter'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 Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Inspire Charter Schools – Scott Miller**, 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; SUNDAY, APRIL 17th 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. 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.

Inspire Charter Schools – Scott Miller
1740 Huntington Drive
Duarte, CA 91010

32ND 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 _____

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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **UC Regents/Orange County 4-H** 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 9 - 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: **Anaheim Building (east end) and livestock area.**
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:
Association to waive charges in exchange for Orange County 4-H exhibiting their 4-H projects and livestock show at OC Fair Imaginology. See the itemized charges to be waived on Page 2 of this agreement.
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 30, 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 duplicate, by and on behalf of the parties hereto, the day and year first above written.

Darren Haver
UC Regents/Orange County 4-H
7601 Irvine Blvd
Irvine, CA 92618

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter'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 Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 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.

4. Itemized charges waived (continued)

4-H Building Exhibits

Anaheim Building (eastend)	\$ 950.00/per day (4/9 – 4/17/16)	\$ 8,550.00
75 folding chairs	\$ 1.15/ea	86.25
50 8ft tables	\$ 15.20/ea	760.00
pipe & drape (booths)	\$ 3.65ft	277.50
1 garment rack	\$ 31.00/ea	31.00
1 stage	\$ 1,000/ea	1,000.00

4-H Livestock Show

Show Ring	\$ 1,000.00/per day (4/9 – 4/17/16))	\$ 9,000.00
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Miscellaneous

1 water cooler w/water	\$ 36.00/ea	\$ 36.00
1 refrigerator	\$ 55.00/ea	55.00
1 roll velon	\$ 100.00/ea	100.00

Total cost waived in exchange for 4-H projects and livestock show	\$ 19,895.75
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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Reid Day School – Lisa Reid** 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 SATURDAY & SUNDAY, APRIL 16-17, 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. 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 April 1, 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.

Reid Day School
151 Kalmus Drive, Suite H9
Costa Mesa, CA 92626

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter'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 Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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.

REVIEWED RWAPPROVED [Signature]AGREEMENT #: 16 IO FE 64DATE March 15, 2016

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orangethorpe Elementary School Multiage Program – Jennifer Nering**, 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; Fri- Sun, April 15-17 2016. 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 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.

Orangethorpe Elementary School Multiage Program
C/O 8251 La Palma Ave # 430
Buena Park, CA 90620

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Eldorado Emerson Private 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 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.

Eldorado Emerson Private School
4100 E Walnut Ave.
Orange, CA 92869

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter'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 Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Children's Museum at La Habra** 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' pipe and drape booth or 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 waived.
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before April 11, 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.

Children's Museum at La Habra
301 Euclid Street
La Habra, CA 90631

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter'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 Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 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.



RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **American Cetacean Society – Orange County Chapter**, 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; FRIDAY, APRIL 15 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. 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 April 11, 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.

American Cetacean Society – OC Chapter
21195 Cedar Lane
Mission Viejo, CA 92691

32ND 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 _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, in manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter'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 Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- 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.

COPY

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Mad Science of South Orange County**, hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 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 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. 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 waived.
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before April 13, 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.

Mad Science of South Orange County
27071 Cabot Rd, #103
Laguna Hills, CA 92653

32ND 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 _____

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 received 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.

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of March 31, 2016

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	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
California Fair Financing Authority	03216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
New					
California Fair Financing Authority	03216001	03/11/16	Livestock Judging Arena Project Bid Solicitation	CFFA	\$6,050.00
Revision/Amendment					

New Joint Powers Authority Agreements

March 2016



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Telbule Road, Suite 100
Sacramento, CA 95815
Phone (916) 263-6100
Fax (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING
Livestock Judging Arena Project Bid Solicitation

To: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority

Date: March 11th, 2016

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 16-001 (CFFA Project No. 032-16-001)

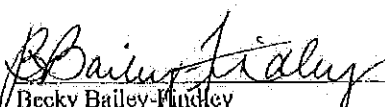
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair, dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

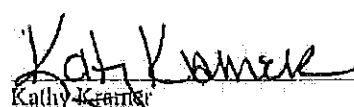
PROJECT: See Exhibit A, (March 11th, 2016), Livestock Judging Arena Project -Bid Solicitation
SCHEDULE: Bid Due Date; March 1st, 2016
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before March 21st, 2016 Fair shall encumber funds maintained by the Fairgrounds in the amount of **SIX THOUSAND, FIFTY DOLLARS and ZERO CENTS (\$6,050.00)**, which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Fair Services Authority
3-29-16
Date


Kathy Kramer
Chief Executive Officer
Orange County Fair & Event Center
3/23/16
Date



CALIFORNIA
FAIR FINANCING
AUTHORITY

1796 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

March 11th, 2016

Project No. 032-16-001
Subject: 32nd District Agricultural Association
Livestock Judging Arena Project-Bid Solicitation

The cost proposal is for the Solicitation of Bids for the Roofing project at the Livestock Judging Arena at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct a review of the Fair-supplied scope and product specifications for bidding purposes.
- C. CFFA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid opening.
- D. Bid Documents will be prepared based on project documents supplied by the fair.
- E. CFFA will provide project management and administration services associated with the Bidding Process for the Livestock Judging Arena Project.

This cost proposal is for the Bid Solicitation process only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current expected bid due date of March 1st, 2016, or if the project requires an additional bid process. Upon receipt and acceptance of the bid results, CFFA will prepare a new LOU for the implementation and management of the construction work. Included in this cost proposal are CFFA's Project Management fees. Any and all professional services and any contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation" support, for Livestock Judging Arena Project is estimated to be \$6,050.00, as detailed below. The Project Management Fee is comprised of; preparation of a Bid Package based upon plans and other related information prepared on behalf of the Fair by a third party, along with advertising coordination; response to

request for project information associated with the scope, specifications and bid process; job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
Livestock Judging Arena Project
Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Scope Review		\$ 250.00	
	Sub-Total		\$ 3,250.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 750.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 2,800.00
Estimated Total Costs			\$ 6,050.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by March 31st, 2016. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against 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 16-001, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 16-001, 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 Babanks at (916) 263-6121.

Joint Powers Authority

Invoices Paid March 2016



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/08/2016
Check # 78798

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

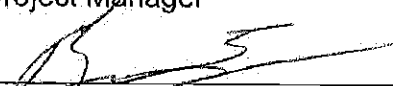
Project Name: Action Sports Arena Roofing Project

Fair Name: OC Fair & Event Center

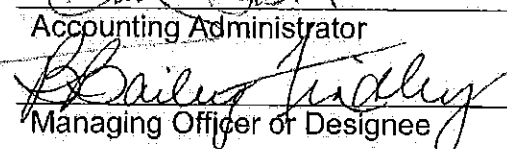
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

TO:		PROJECT:		APPLICATION NO.:		Distribution to:	
California Fair's Finance Authority		CCFA		1502016		<input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR	
88 Fair Drive		Action Sports Arena		PROJECT NOS: 15-050			
Costa Mesa Ca 92626		Roofing		CONTRACT DATE: January 4, 2016			
FROM CONTRACTOR:		VIA ARCHITECT:					
AP Construction, Inc.							

CONTRACT FOR: Action Sports Arena Roofing at OC Fair

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Home Depot Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$456,000.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$456,000.00
4. TOTAL COMPLETE & STORED TO DATE	\$134,686.00
(Column G on G703)	
5. RETAINAGE	
a. Completed Work	10%
(Column D on G703)	\$13,468.60
b. Stored Material	0%
(Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$13,468.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$121,217.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$121,217.40
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 8 less Line 6)	\$354,752.60

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and 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 all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By:  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	% FINISH (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE	
1	General Requirements										
2	Project Management		24,000.00		7,920.00		7,920.00	33%	16,080.00	792.00	
3	Supervision		35,000.00		11,550.00		11,550.00	33%	23,450.00	1,155.00	
4	Project Engineer		6,000.00		1,980.00		1,980.00	33%	4,020.00	198.00	
5	Bond		4,515.92		4,515.92		4,515.92	100%	0.00	451.59	
6	Insurance		4,214.08		4,214.08		4,214.08	100%	0.00	421.41	
7	Document Control		5,000.00		1,650.00		1,650.00	33%	3,350.00	165.00	
8	Closeout		4,500.00		0.00		0.00	0%	4,500.00	0.00	
13	As-Builts		3,000.00		0.00		0.00	0%	3,000.00	0.00	
14	Metal Canopy										
15	Steel Demolition		87,070.00		69,656.00		69,656.00	80%	17,414.00	6,965.60	
16	Valley Beams		59,800.00		0.00		0.00	0%	59,800.00	0.00	
17	Roof		110,000.00		0.00		0.00	0%	110,000.00	0.00	
18	Trim		29,900.00		0.00		0.00	0%	29,900.00	0.00	
19	Electrical										
20	Demolition		33,200.00		33,200.00		33,200.00	100%	0.00	3,320.00	
21	Re-install Electrical Components		49,800.00		0.00		0.00	0%	49,800.00	0.00	
22											
23	Change Order #1										
24	New Fascia Beams										
25											
26	Change Order #2										
27	Additional Panel Work										
PROJECT TOTAL:			\$456,000.00	\$0.00	\$134,686.00		134,686.00	30%	321,314.00	13,465.60	

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:

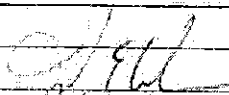
Maker of Check: CALIFORNIA FAIR FINANCE AUTHORITY
Amount of Check: \$ 121,217.40
Check Payable to: AP CONSTRUCTION, INC.

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
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/17/2016
Check # 78834

Payment Authorization

3/02/2016

Amount: \$4,093.88

Vendor Name: CFFA

Invoice No.: 1861

Invoice Date: 2/29/2016

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
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: 1861
Invoice Date: 2/29/2016
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 - 02/2016	4,093.88
	\$4,093.88

Thank you for your business!

Terms: Due Upon Receipt

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$4,093.88
Sales Tax: 0.00
Invoice Total: \$4,093.88

General Ledger Detail

Current Period 02 (2/1/2016 - 2/29/2016)

CFFA
Marcus Lee

Unit Of Measure: \$

Friday, February 26, 2016 9:29:19AM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
468-032-03215048-A	Reimbursement Direct, 032, Century						493.39
630-032-03215048-A	Consultants, 032, Century Barn,						0.00
2/3/2016	Summarized AP Invoices	Invoices	AP-Invoice		2,700.00		
2/3/2016	Larry A. Gabriel Invoice: CMFS-OCF.01	032-15048 Century Barn Architect - Bid,	Architect - Bid Preparation			2,700.00	
	Services						
630-032-03215048-A	Net:		2,700.00		2,700.00	0.00	2,700.00
642-032-03215048-A	Printing-Projects, 032, Century Barn						162.74
2/10/2016	Summarized AP Invoices	Invoices	AP-Invoice		6.44		
1/29/2016	American Reprographics Company Invoice: 8468762	032-15048 Century Barn Bidding PW DMF/				6.44	
2/18/2016	Summarized AP Invoices	Invoices	AP-Invoice		31.44		
2/18/2016	American Reprographics Company Invoice: 8497755	032-15048 Century Barn Re-Bid New Planw				31.44	
642-032-03215048-A	Net:		37.88		37.88	0.00	200.62
647-032-03215048-A	Advertising-Projects, 032, Century E						0.00
2/19/2016	Summarized AP Invoices	Invoices	AP-Invoice		1,356.00		
2/19/2016	West America Bank Invoice: 02192016	February 2016 Statement - Operating, Advertisement - Century Barn				1,356.00	
647-032-03215048-A	Net:		1,356.00		1,356.00	0.00	1,356.00
664-032-03215048-A	Travel-projects, 032, Century Barn,						330.65
\$ Grand Totals							
	<u>Beginning Balance</u>	<u>Net Activity</u>	<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>		
	0.00	4,093.88	4,093.88	0.00	4,093.88		
\$ Trial Balances							
			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>		
		Prior:	493.39	493.39	0.00		
		Activity:	4,093.88	0.00	4,093.88		
		Ending:	4,587.27	493.39	4,093.88		



Larry Gabriel, Architect

February 3, 2016

Michael Sellens
CFFA, 1776 Tribute Road, Suite 220
Sacramento, CA 95815.

RE: Orange County Fair & Event Center
Century Barn Replacement Project

INVOICE FOR PROFESSIONAL SERVICES:

Invoice CMSF- OCF.01

Base Contract Services:

Description	Contract Amount	Paid to Date	Due This Period
Specifications	\$ 2,700	\$ 0	\$ 2,700
Sub-Total Base Contract	\$ 2,700	\$ 0	\$ 2,700

Additional Services:

Description	Amount	Paid to Date	Due This Period
Sub-Total Additional Service	\$ 0	\$ 0	\$ 0

Reimbursable Expenses:

Description	Amount	Paid to Date	Due This Period
Reproductions			
\$ x 1.1 =	\$ 0	\$ 0	\$ 0
Sub-Total Reimbursable Exp.	\$ 0	\$ 0	\$ 0

Total Due This Invoice	\$ 2,700
------------------------	----------

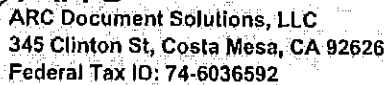
Approved for Payment

Michael P. Sellens 2/11/16

OK TO PAY

BZ 2-12-16

Tel: 805.238.9600
530 10th Street, Paso Robles, CA 93446



FEB 05 2016

Cust# 402524

ATTN: PLANWELL UPLOAD
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

INVOICE NO. 8468762

INVOICE DATE 01/29/16

WORK ORDER# f2104832

SOLD TO:

Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO:

DUE: 01/29/16 at 12:00PM

Approved 2/10/16
M. J. Sellen

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

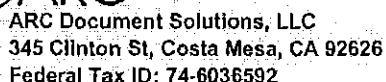
SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
5.95		0.49	6.44		6.44

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.
2430665

LT



WORK ORDER# F2104744

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 02/18/16 at 02:01PM

CONTACT		PHONE		PURCHASE ORDER#			SALES REP		
MICHAEL SELLENS/CALIFORNIA FAIRS FIN		916-263-6114					Ed Worcester		
JOB#		JOB NAME					BILLER		LOC
032-15-048		CENTURY BARN REPLACEMENT REBID					Maureen Morris		001
QTY	DESCRIPTION	UNIT	PRICE	QTY	PRICE	QTY	PRICE	QTY	PRICE
8522 1	New Planwell Project	NT	001	1	1	1	EA	25.0000	25.00
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

OIC To run
B 2-22-15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
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.
2455582

LT



The Orange County Register • Excelsior • SqueezeOC.com
Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Friday, February 12, 2016

Transaction Type: Payment

Ad Number: 0010136750

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXXX1737 - Visa

Credit Card Expire Date: March 2017

Payment Amount: \$1,386.00

Amount Due: \$0.00

Reference Number:

Charge to Company: OCRC

Category: Classified

credit to Transaction Number

Invoice Text: SOUND & LIGHT TOWERS FALL PROTECTION (032-15

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:



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/17/2016
Check # 78834

Payment Authorization

3/02/2016

Amount: \$1,441.76

Vendor Name: CFFA

Invoice No.: 1862

Invoice Date: 2/29/2016

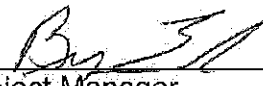
Project No.: 03215050

Project Name: Pacific Amphitheatre Seating Installation

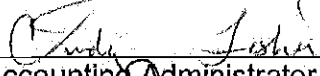
Fair Name: OC Fair & Event Center

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
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1862
Invoice Date: 2/29/2016
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 - 02/2016	1,441.76
	\$1,441.76

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,441.76
Sales Tax: 0.00
Invoice Total: \$1,441.76

General Ledger Detail

Current Period 02 (2/1/2016 - 2/29/2016)

CFFA
Marcus Lee

Unit Of Measure: \$

Thursday, March 03, 2016 2:33:50PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
468-032-03215050-A Reimbursement Direct, 032, Pac Am							90.98
2/29/2016	AR Invoice Summary	Sales	AR-Invoice		1,441.76		
2/29/2016	OC Fair & Event Center Replacement	Inv: 1862	Prj 03215050 Direct Costs - 02/2016,	Prj 03215050 Pac Amp Seating			1,441.76
468-032-03215050-A Net:							1,441.76
					0.00	1,441.76	1,532.74
642-032-03215050-A Printing-Projects, 032, Pac Amp Sea							0.00
2/2/2016	Summarized AP Invoices	Invoices	AP-Invoice		56.95		
2/2/2016	American Reprographics Company	Invoice: 8476220	032-15050 Pac Amp Seating Replacement PW				56.95
642-032-03215050-A Net:							56.95
					56.95	0.00	56.95
664-032-03215050-A Travel-projects, 032, Pac Amp Seati							90.98
2/19/2016	Summarized AP Invoices	Invoices	AP-Invoice		1,384.81		
2/19/2016	West America Bank Seating	Invoice: 02192016	February 2016 Statement - Operating,	D. D. Freese Flight Pac Amp			146.65
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Pac Amp Seating			155.98
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Chng Fee Seating			9.30
2/19/2016	West America Bank Seating	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			5.66
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Pac Amp Seating			155.98
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Pac Amp Seating			155.98
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Pac Amp Seating			125.31
2/19/2016	West America Bank Seating	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Chng Pac Amp			21.33
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel Pac Amp Seating			133.19
2/19/2016	West America Bank Seats	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			22.66
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel Pac Amp Seating			177.58
2/19/2016	West America Bank Seating	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			28.34
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel Pac Amp Seating			162.78
2/19/2016	West America Bank Seating	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			28.34
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel Pac Amp Seating			44.39
2/19/2016	West America Bank Seating	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			11.34
664-032-03215050-A Net:							1,384.81
					1,384.81	0.00	1,475.79
\$ Grand Totals							
	Beginning Balance		Net Activity		Total Debits	Total Credits	Balance
	0.00		0.00		1,441.76	1,441.76	0.00
\$ Trial Balances							
			Prior:		90.98	90.98	0.00
			Activity:		1,441.76	1,441.76	0.00
			Ending:		1,532.74	1,532.74	0.00



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6038592

INVOICE NO. 8476220

INVOICE DATE 02/02/16

WORK ORDER# 5047829

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: 02/02/16 at 04:00PM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114				Ed Worcester	
JOB#		JOB NAME		BILLER		LOC	
		PACIFIC AMPHITHEATER SEATING REPLACEMENT		Chelsea Langer		001	
QTY	DESCRIPTION	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT
1900	BW Copies 8.5X11	T	001	266	1	EA	36.97
1902	BW Copies 11X17	T	001	1	1	EA	0.28
1927	Document Assembly/Collate	NT	001	5	5	EA	0.90
1936	3 Hole Drill	NT	001	136	136	EA	2.72
1943	Folding	NT	001	1	1	EA	0.23
1953	Screw Post Bind	T	001	1	1	EA	2.99
1925	Acetate Covers	T	001	1	1	EA	1.26
1926	Back Covers (Blk or White)	T	001	1	1	EA	1.89
8522	Set Up	T	001	1	1	EA	5.78

OK TOP
B-ZL 2-11-16

Approved for Payment
M. P. Sellen

OK TO PAY
B-36 2-11-16

Approved for Payment
M.P. Sellers

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
53.02		3.93	56.95		56.95

TERMS: Net 30 Days

Invoices undisputed for 45 days are final.
2435428

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

LT

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS*

Thank you for your purchase!



Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #RZXC9D

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Monday, January 25, 2016 - Friday,
January 29, 2016

Air Total: \$439.96

Amount Paid
\$439.96

Trip Total
\$439.96

JAN 25

MON 01/25/16 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
01/25/2016 - 01/29/2016

Confirmation #
RZXC9D

Adult Passenger(s)
DAVID FREESE

Rapid Rewards #
00C00337987344

Subscribe to Flight Status Messaging

Travel Date		Flight Segments		Flight Summary
DEPART JAN 25 MON	06:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2532 Southwest	Monday, January 25, 2016
	08:05 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Anytime
RETURN JAN 29 FRI	12:15 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #835 Southwest	Friday, January 29, 2016
	01:40 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding 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-SHA	Anytime Great Mobility	<ul style="list-style-type: none">• Fully Refundable• Same-day Changes• No Change Fees	1
Return	SHA-SMF	Wanna Get Away Exceler Value	<ul style="list-style-type: none">• No Change Fees• (Applicable fare differences apply)• Flexible Tickets• No Saturday Night• No Same-day Changes Allowed• Non-refundable on less purchased with taxes	1

Enroll in Rapid Rewards and earn at least 3,116 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal	\$439.96
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:
\$439.96

Gov't taxes & fees now included

Purchaser Name ... Bryan Eubanks

Billing Address 1776 Tribble Road Suite 220
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1737

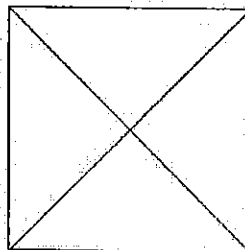
\$439.96

Amount Paid
\$439.96

Trip Total
\$439.96

146, 65

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Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®

Thank you for your purchase!



Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases In Trip

Air

Confirmation #RMIORT

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Wednesday, January 27, 2016

Air Total: \$467.96

Amount Paid
\$467.96

Trip Total
\$467.96

JAN 27

WED 01/27/16 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
01/27/2016

Confirmation #
RMIORT

Adult Passenger(s)
BRYAN EUBANKS

Rapid Rewards #
00000325019796

Subscribe to Flight Status Messaging

Travel Date		Flight Segments		Flight Summary
DEPART JAN 27	07:45 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2525 Southwest	Wednesday, January 27, 2016
WED	09:10 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN JAN 27	06:10 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #790 Southwest	Wednesday, January 27, 2016
WED	07:35 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding 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	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1

Subtotal **\$467.96**
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:
\$467.96

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1737

\$467.96

Amount Paid
\$467.96

Trip Total
\$467.96

155.98

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Michael Sellens

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, January 21, 2016 11:55 AM
To: Michael Sellens
Subject: UPDATED flight reservation (RA9JYC) | 22JAN16 | SNA-SMF | 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!

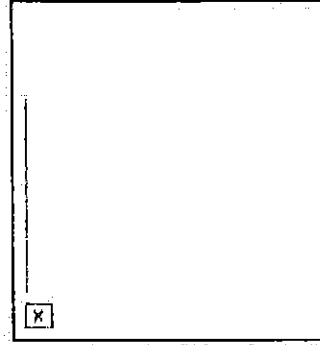
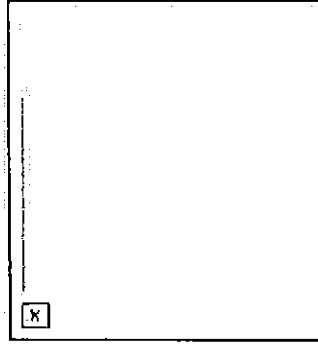
Upcoming Trip: 01/19/16 - Orange County 032-15-050/057/059

[Air Itinerary](#)

AIR Confirmation: RA9JYC

Confirmation Date: 01/21/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262176089256	Jan 12, 2017	2045



Date Flight Departure/Arrival

Fri Jan 22 836 Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:15 PM
Arrive in SACRAMENTO, CA (SMF) at 1:40 PM
Travel Time 1 hrs 25 mins
Anytime



Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.



Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



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: 233.98

Fare Rule(s): 5262176089256: 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.



Learn about our boarding process



Learn about inflight WiFi & entertainment

Cost and Payment Summary

☐ AIR - RA9JYC

Base Fare	\$ 204.54	Payment Information
Excise Taxes	\$ 15.34	Payment Type: Visa XXXXXXXXXX1737
Segment Fee	\$ 4.00	Date: Jan 21, 2016
Passenger Facility Charge	\$ 4.50	Payment Amount: \$28.00 / 3 = 9.30
September 11th Security Fee	\$ 5.60	Payment Type: Ticket Exchange
Total Air Cost	\$ 233.98	Date: Jan 21, 2016
		Payment Amount: \$205.98

Exchange Detail

Jan 13, 2016 From ticket # 5262173606802 to ticket # 5262176089256

Filtered

Date	System Device	Transaction
System Journal		
27.01.16 19:35:06	PS 392	5988
SPT CP:GRE Dev:EN 71 Fm:20160126 1511 UH:20160127 1935 Pr:34.00 Rat:1 09118866/170948400/097165		
27.01.16 19:35:12	PS 392	5988
VISA Amt:34.00 XXXXXXXXXXXX0184 Exp:1812 9A70 Tno:806170511		
27.01.16 19:35:56	PS 392	5989
SPT CP:GRE Dev:EN 71 Fm:20160127 0628 UH:20160127 1935 Pr:17.00 Rat:1 03888061/170948400/098747		
27.01.16 19:36:49	PS 392	5989
VISA Amt:17.00 XXXXXXXXXXXX1737 Exp:1703 Srv:0 Tno:806170607		



SACRAMENTO INTERNATIONAL AIRPORT

Thank you for choosing Sacramento International Airport.
 For more information, visit www.smf.aero.
 For customer service questions,
 email us at air-market@saccounty.net.

DUPLICATE

SAC. INTL AIRPORT
 6900 AIRPORT BLVD
 SACRAMENTO, 95837

PS 392 01/27/16 19:35
 Cashier 18
 Receipt 14419

Short-term Parking Tkt
 GRE - No. 098747
 01/27/16 06:28
 01/27/16 19:35
 Period 0d13h8'
 (Ust.)

\$17.00

Total \$17.00

Payment Received
 VISA \$17.00
 XXXXXXXXXXXX1737
 Auth. Co. 127263

Sub Total \$17.00

All Amounts in USD.
 Deliv. Date=Receipt Date

13-506



SAC. INTL AIRPORT

Marcus Lee

From: Michael Sellens
Sent: Friday, January 29, 2016 1:56 PM
To: Marcus Lee
Cc: David Freese
Subject: FW: Flight reservation (R7M5QP) | 01FEB16 | SMF-SNA | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, January 29, 2016 1:51 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (R7M5QP) | 01FEB16 | SMF-SNA | Freese/David

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Air Itinerary

AIR Confirmation: R7M5QP

Confirmation Date: 01/29/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262178581608	Jan 28, 2017	4090

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Feb 1	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 Anytime

Date	Flight	Departure/Arrival
------	--------	-------------------

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Fri Feb 5

836

Depart **ORANGE COUNTY/SANTA ANA, CA (SNA)** on Southwest Airlines at **12:15 PM**
Arrive in **SACRAMENTO, CA (SMF)** at **1:40 PM**
Travel Time 1 hrs 25 mins
Anytime

- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- ⌚ **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- ⌚ **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- ⓘ **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: 467.96

Fare Rule(s): 5262178581608; 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 SNA204.54YL WN SMF204.54YL 409.08 END ZPSMF SNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Base Fare	\$ 409.08	Payment Information
Excise Taxes	\$ 30.68	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jan 29, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$467.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 467.96	

23
- 185.98

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#3011

Marcus Lee

From: Michael Sellens
Sent: Thursday, February 25, 2016 3:57 PM
To: Marcus Lee
Subject: FW: Flight reservation (ROQ32E) | 11FEB16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Monday, February 08, 2016 5:06 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (ROQ32E) | 11FEB16 | SMF-SNA | Freese/David

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Air Itinerary

AIR Confirmation: ROQ32E

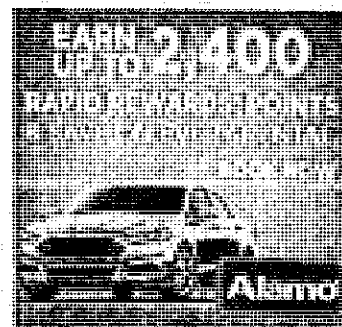
Confirmation Date: 02/8/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262181380006	Feb 7, 2017	4090

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 Feb 11	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 hr 35 mins Anytime

Date	Flight	Departure/Arrival
Fri Feb 12	888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



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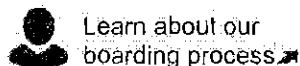
Airlines at 3:00 PM
Arrive In SACRAMENTO, CA (SMF) at 4:25 PM
Travel Time 1 hrs 25 mins
Anytime

- ✓ **Check in for your flight(s):** 24 hours before your trip on [Southwest.com](https://www.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: 467.96

Fare Rule(s): 5262181380006: NONTRANSFERABLE.
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SMF WN SNA204.54YL WN SMF204.54YL 409.08 END ZPSMF SNA
XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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✈ AIR ROQ32E

Base Fare	\$ 409.08	Payment Information
Excise Taxes	\$ 30.68	Payment Type: Visa XXXXXXXXXXXX1737



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Segment Fee	\$ 8.00	Date: Feb 8, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$467.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 467.96	

13
155.98

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Marcus Lee

From: Michael Sellens
Sent: Thursday, February 25, 2016 3:57 PM
To: Marcus Lee
Subject: FW: Flight reservation (RP432T) | 16FEB16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Monday, February 08, 2016 5:10 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (RP432T) | 16FEB16 | SMF-SNA | Freese/David

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Air Itinerary

AIR Confirmation: RP432T

Confirmation Date: 02/8/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262181381205	Feb 7, 2017	1941

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 Feb 16	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 Wanna Get Away

Date	Flight	Departure/Arrival
Fri Feb 19	836	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



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Airlines at 12:15 PM
Arrive in SACRAMENTO, CA (SMF) at 1:40 PM
Travel Time 1 hrs 25 mins
Wanna Get Away

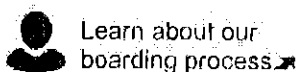
- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 **Bags 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: 375.95

Fare Rule(s): 5262181381205: NONREF/NONTRANSFERABLE/STANDBY
REQ UPGRADE TO Y.

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SMF WN SNA178.49RLN7PNR WN SMF145.00OLNCPNR 323.49 END
ZPSMF SNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Base Fare	\$ 323.49	Payment Information
Excise Taxes	\$ 24.26	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Feb 8, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$375.95
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 375.95	

13
- 125.31

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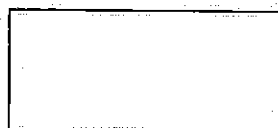
Marcus Lee

From: Michael Sellens
Sent: Thursday, February 18, 2016 7:46 AM
To: Marcus Lee
Subject: FW: UPDATED flight reservation (RP432T) | 19FEB16 | SNA-SMF | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Thursday, February 18, 2016 7:41 AM
To: Michael Sellens <msellens@cfsa.org>
Subject: UPDATED flight reservation (RP432T) | 19FEB16 | SNA-SMF | Freese/David

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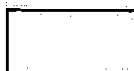
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**Air Itinerary****AIR Confirmation: RP432T**

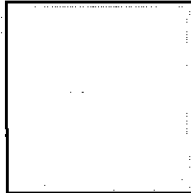
Confirmation Date: 02/18/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262184205789	Feb 7, 2017	2045

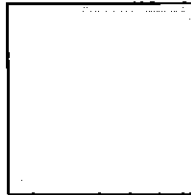
Date	Flight	Departure/Arrival
Fri Feb 19	790	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 6:10 PM Arrive in SACRAMENTO, CA (SMF) at 7:35 PM Travel Time 1 hrs 25 mins <u>Anytime</u>



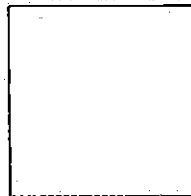
Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.



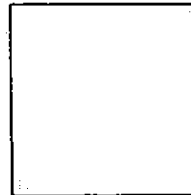
Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



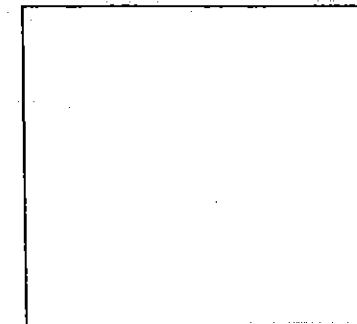
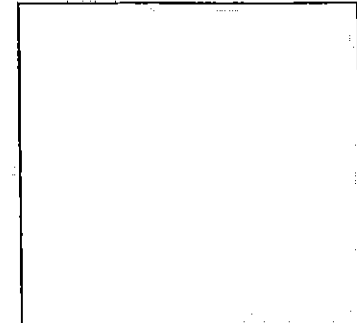
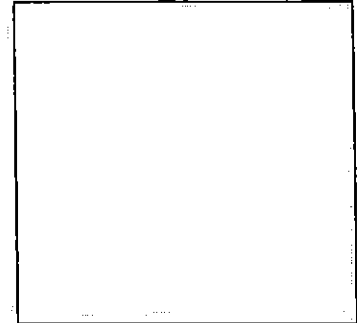
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10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible 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: 233.98

Fare Rule(s): 5262184205789; NONTRANSFERABLE.

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Cost and Payment Summary

☐ AIR - RP432T

Base Fare \$ 204.54
Excise Taxes \$ 15.34
Segment Fee \$ 4.00
Passenger Facility Charge \$ 4.50
September 11th Security Fee \$ 5.60
Total Air Cost \$ 233.98

Payment Information

Payment Type: Visa XXXXXXXXXXXX1737

Date: Feb 18, 2016

Payment Amount: \$64.01 / 3-21-33

Payment Type: Ticket Exchange

Date: Feb 18, 2016

Payment Amount: \$169.97

Exchange Detail

Feb 8, 2016 From ticket # 5262181381205 to
ticket # 5262184205789

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Conf # 108942

Arrival 01/19/16

Departure 01/22/16

Registered To:

Freese, David

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Room Type KDZ-King - Business - N

Guests 2 / 0

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01/19/16	khaled	9	ROOM TAX			\$9.60
01/19/16	khaled	91	CITY BIA			\$3.60
01/20/16	DEPALM	RC	ROOM CHARGE			\$129.99
01/20/16	DEPALM	9	ROOM TAX			\$10.40
01/20/16	DEPALM	91	CITY BIA			\$3.90
01/21/16	DEPALM	RC	ROOM CHARGE			\$109.99
01/21/16	DEPALM	9	ROOM TAX			\$8.80
01/21/16	DEPALM	91	CITY BIA			\$3.30
01/22/16	edris	VS	PAYMENT VISA/MC		0686 - 919163	\$399.57

Balance Due	\$0.00
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13 - 133.19

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF \$21 Le 01/22/16 13:57
Receipt 096225

Short-term Parking Tkt

GRE - No. 065969

01/19/16 04:45

01/22/16 13:57

Period 3d9h13'

(Ust.)

\$68.00

Total

\$68.00

Payment Received

VISA

\$68.00

XXXXXXXXXXXX0686

Auth. Co. 512275

Sub Total

\$68.00/3

22.66

All Amounts in USD.
Deliv. Date=Receipt Date

04251UC98

BEST WESTERN PLUS Newport Inn2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/29/2016 12:52 PM MELISSA

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 109405

Arrival 01/25/16

Departure 01/29/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/25/16	khaled	RC	ROOM CHARGE			\$109.99
01/25/16	khaled	9	ROOM TAX			\$8.80
01/25/16	khaled	91	CITY BIA			\$3.30
01/26/16	khaled	RC	ROOM CHARGE			\$129.99
01/26/16	khaled	9	ROOM TAX			\$10.40
01/26/16	khaled	91	CITY BIA			\$3.90
01/27/16	DEPALM	RC	ROOM CHARGE			\$119.99
01/27/16	DEPALM	9	ROOM TAX			\$9.60
01/27/16	DEPALM	91	CITY BIA			\$3.60
01/28/16	DEPALM	RC	ROOM CHARGE			\$119.99
01/28/16	DEPALM	9	ROOM TAX			\$9.60
01/28/16	DEPALM	91	CITY BIA			\$3.60
01/29/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 025240	\$532.76

Balance Due

\$0.00

13 - 177.58

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 01/29/16 14:06
Receipt 021624

Short-term Parking Tkt
GRE - No. 089878
01/25/16 05:35
01/29/16 14:06
Period 4d8h32'
(Ust.) \$85.00

Total \$85.00

Payment Received \$85.00
VISA
XXXXXXXXXXXX0686
Auth. Co. 619260

Sub Total \$85.00

All Amounts in USD.
Deliv. Date=Receipt Date 28,34

07ED3DEC

BEST WESTERN PLUS Newport Inn
2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020
05417@hotel.bestwestern.com

C/O 02/05/2016 12:03 PM MELISSA

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 109875

Arrival 02/01/16

Departure 02/05/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/01/16	khaled	RC	ROOM CHARGE			\$109.99
02/01/16	khaled	9	ROOM TAX			\$8.80
02/01/16	khaled	91	CITY BIA			\$3.30
02/02/16	khaled	RC	ROOM CHARGE			\$109.99
02/02/16	khaled	9	ROOM TAX			\$8.80
02/02/16	khaled	91	CITY BIA			\$3.30
02/03/16	DEPALM	RC	ROOM CHARGE			\$109.99
02/03/16	DEPALM	9	ROOM TAX			\$8.80
02/03/16	DEPALM	91	CITY BIA			\$3.30
02/04/16	DEPALM	RC	ROOM CHARGE			\$109.99
02/04/16	DEPALM	9	ROOM TAX			\$8.80
02/04/16	DEPALM	91	CITY BIA			\$3.30
02/05/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 811081	\$488.36
Balance Due						\$0.00

13 - 162,78

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC, INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 02/05/16 11:13
Receipt 046221

Short-term Parking Tkt
GRE - No. 017125
02/01/16 04:53
02/05/16 11:13
Period 4d6h21'
(Ust.)

\$85.00

Total \$85.00

Payment Received

VISA

\$85.00

XXXXXXXXXXXX0686

Auth. Co. 315031

Sub Total \$85.00

All Amounts in USD.
Deliv. Date=Receipt Date

13-28,34

00000000

BEST WESTERN PLUS Newport Inn

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

PLUS

C/O 02/12/2016 01:20 PM edris

Loyalty Club: 6006637310286679

PLATINUM

Room #

333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

106 Luzena ave

VACAVILLE, CA 95688

Conf #

110599

Arrival

02/11/16

Departure

02/12/16

Room Type

KDZ-King - Business - N

Guests

2 / 0

Payment

Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/11/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/11/16	DEPALM	9	ROOM TAX			\$9.60
02/11/16	DEPALM	91	CITY BIA			\$3.60
02/12/16	edris	VS	PAYMENT VISA/MC		0686 - 811104	\$133.19-
Balance Due						\$0.00

13-44.39

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC, INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 02/12/16 13:46
Receipt 072306

Short-term Parking Tkt
GRE - No. 058238
02/11/16 04:58
02/12/16 13:46
Period 1d8h49'
(Ust.)

\$34.00

Total

\$34.00

Payment Received
VISA

\$34.00

XXXXXXXXXXXX0686
Auth. Co. 512174

Sub Total

\$34.00

All Amounts in USD.
Deliv. Date=Receipt Date

3/ = 11.34

4457460



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/17/2016
Check # 78834

Payment Authorization

3/02/2016

Amount: \$1,439.68

Vendor Name: CFFA

Invoice No.: 1864

Invoice Date: 2/29/2016

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


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

FINANCIST
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1864
Invoice Date: 2/29/2016
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 - 02/2016	1,439.68
	\$1,439.68

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,439.68
Sales Tax: 0.00
Invoice Total: \$1,439.68

General Ledger Detail

Current Period 02 (2/1/2016 - 2/29/2016)

CFFA
Marcus Lee

Unit Of Measure: \$

Thursday, March 03, 2016 2:35:04PM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
468-032-03215058-A	Reimbursement Direct, 032, Sports						146.65-
2/29/2016	AR Invoice Summary	Sales	AR-Invoice		1,439.68		
2/29/2016	OC Fair & Event Center	Inv: 1864	Prj 03215058 Direct Costs - 02/2016,	Prj 03215058 - Action Sports Arena Paint			1,439.68
468-032-03215058-A		Net:	1,439.68-		0.00	1,439.68	1,586.33-
642-032-03215058-A	Printing-Projects, 032, Sports Arena						0.00
2/2/2016	Summarized AP Invoices	Invoices	AP-Invoice		54.80		
2/2/2016	American Reprographics Company	Invoice: 8476236	032-15058 ASA Painting PW DMF/ Specs				54.80
642-032-03215058-A		Net:	54.80		54.80	0.00	54.80
664-032-03215058-A	Travel-projects, 032, Sports Arena -						146.65
2/19/2016	Summarized AP Invoices	Invoices	AP-Invoice		1,384.88		
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Painting			146.65
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Painting			155.99
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Chng Fee ASA			9.30
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			5.67
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Painting			155.99
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Painting			155.99
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Painting			125.32
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Chng ASA Painting			21.34
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Painting			133.19
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			22.67
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Painting			177.59
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			28.33
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Painting			162.79
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport ASA Painting			28.33
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Painting			44.40
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			11.33
664-032-03215058-A		Net:	1,384.88		1,384.88	0.00	1,531.53
\$ Grand Totals		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	0.00		1,439.68	1,439.68	0.00
\$ Trial Balances					Total Debits	Total Credits	Balance
			Prior:		146.65	146.65	0.00
			Activity:		1,439.68	1,439.68	0.00
			Ending:		1,586.33	1,586.33	0.00



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8476236**

INVOICE DATE **02/02/16**

WORK ORDER# **5047818**

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: 02/02/16 at 04:00PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP				
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester				
JOB#		JOB NAME			BILLER		LOC		
		ACTION SPORTS ARENA PAINTING PROJECT			Chelsea Langer		001		
QTY	DESCRIPTION	UNIT	PRICE	QTY	PRICE	UNIT	PRICE	QTY	PRICE
1900	BW Copies 8.5X11	T	001	256	1	256	EA	0.1390	35.58
1927	Document Assembly/Collate	NT	001	5	1	5	EA	0.1800	0.90
1936	3 Hole Drill	NT	001	130	1	130	EA	0.0200	2.60
1953	Screw Post Blind	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
8522	Set Up	T	001	1	1	1	EA	5.7800	5.78

2/8/16

[Signature]

2/8/16
de J. J.

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
51.00		3.80	54.80		54.80

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.
2435439

LT



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®

Thank you for your purchase!



Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #RZXC9D

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Monday, January 25, 2016 - Friday,
January 29, 2016

Air Total: \$439.96

Amount Paid
\$439.96

Trip Total
\$439.96

JAN 25

MON 01/25/16 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
01/25/2016 - 01/29/2016

Confirmation #
RZXC9D

Adult Passenger(s)
DAVID FREESE

Rapid Rewards #
00000337987344

Subscribe to Flight Status Messaging

Travel Date		Flight Segments		Flight Summary
DEPART JAN 25 MON	06:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2532 Southwest	Monday, January 25, 2016
	08:05 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Anytime
RETURN JAN 29 FRI	12:15 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #836 Southwest	Friday, January 29, 2016
	01:40 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and

travel beginning September 13, 2013. Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully refundable • Same-Day Changes • No Change Fees 	1
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> • No Change Fees (applicable fare difference applies) • Baggage Priority • Transferable - all minor changes allowed • Accrue Southwest Points on all flights 	1

Enroll in Rapid Rewards and earn at least 3116 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal \$439.96
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:
\$439.96

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

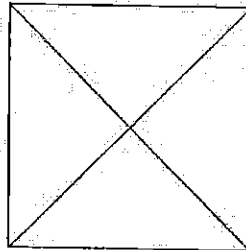
\$439.96

Amount Paid
\$439.96

Trip Total
\$439.96

3 - 146,65

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FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®

Thank you for your purchase!



Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases In Trip

Air

Confirmation #RMIORT

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Wednesday, January 27, 2016

Air Total: \$467.96

Amount Paid
\$467.96

Trip Total
\$467.96

JAN 27

WED 01/27/16 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
01/27/2016

Confirmation #

RMIORT

Adult Passenger(s)

BRYAN EUBANKS

Rapid Rewards #

00000325019795

Subscribe to Flight Status Messaging

Travel Date		Flight Segments		Flight Summary
DEPART JAN 27	07:45 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2525 Southwest	Wednesday, January 27, 2016
WED	09:10 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN JAN 27	06:10 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #790 Southwest	Wednesday, January 27, 2016
WED	07:35 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1

Subtotal **\$467.96**
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:
\$467.96

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1737

\$467.96

Amount Paid
\$467.96

Trip Total
\$467.96

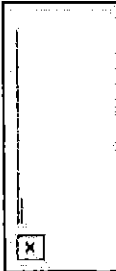
3-153.99

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Michael Sellens

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, January 21, 2016 11:55 AM
To: Michael Sellens
Subject: UPDATED flight reservation (RA9JYC) | 22JAN16 | SNA-SMF | 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 032-15-050/057/059

[Air Itinerary](#)

AIR Confirmation: RA9JYC

Confirmation Date: 01/21/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262176089256	Jan 12, 2017	2045

Date Flight Departure/Arrival

Fri Jan 22 836 Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:15 PM
Arrive in SACRAMENTO, CA (SMF) at 1:40 PM
Travel Time 1 hrs 25 mins
Anytime



Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.



Bags fly free@: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



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: 233.98

Fare Rule(s): 5262176089256: 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.




Learn about our
boarding process



Learn about inflight
WiFi & entertainment

Cost and Payment Summary

 AIR - RA9JYC

Base Fare	\$ 204.54
Excise Taxes	\$ 15.34
Segment Fee	\$ 4.00
Passenger Facility Charge	\$ 4.50
September 11th Security Fee	\$ 5.60
Total Air Cost	\$ 233.98

Payment Information

Payment Type: Visa XXXXXXXXXXXXXXX1737

Date: Jan 21, 2016

Payment Amount: \$28.00 / 3 - 9.30

Payment Type: Ticket Exchange

Date: Jan 21, 2016

Payment Amount: \$205.98

Exchange Detail

Jan 13, 2016 From ticket # 5262173606802 to
ticket # 5262176089256

Filtered

Date	System Device	Transaction
System Journal		
27.01.16 19:35:06	PS 392	5988
SPT CP:GRE Dev:EN 71 Fm:20160126 1511 UU:20160127 1935 Prc:17.00 Rat:1 09118666/170948400/098747		
27.01.16 19:35:12	PS 392	5988
VISA Amt:17.00 XXXXXXXXXXXX0184 Exp:1812 Srv:0 Tho:806170511		
27.01.16 19:35:56	PS 392	5989
SPT CP:GRE Dev:EN 71 Fm:20160127 0628 UU:20160127 1935 Prc:17.00 Rat:1 03888061/170948400/098747		
27.01.16 19:36:49	PS 392	5989
VISA Amt:17.00 XXXXXXXXXXXX1737 Exp:1703 Srv:0 Tho:806170607		



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SACRAMENTO, 95837

PS 392 01/27/16 19:35
Cashier 18
Receipt 14419

Short-term Parking Tkt
GRE - No. 098747
01/27/16 06:28
01/27/16 19:35
Period 0d13h8'
(Ust.)

\$17.00

Total \$17.00

Payment Received
VISA \$17.00
XXXXXXXXXXXX1737
Auth. Co. 127263

Sub Total \$17.00

All Amounts in USD.
Deliv. Date=Receipt Date

13-5.67



SAC. INTL AIRPORT

Marcus Lee

From: Michael Sellens
Sent: Friday, January 29, 2016 1:56 PM
To: Marcus Lee
Cc: David Freese
Subject: FW: Flight reservation (R7M5QP) | 01FEB16 | SMF-SNA | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, January 29, 2016 1:51 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (R7M5QP) | 01FEB16 | SMF-SNA | Freese/David

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Air itinerary

AIR Confirmation: R7M5QP

Confirmation Date: 01/29/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262178581608	Jan 28, 2017	4090

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Feb 1	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 Anytime

Date	Flight	Departure/Arrival
------	--------	-------------------

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Fri Feb 5

836

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Arrive in **SACRAMENTO, CA (SMF)** at **1:40 PM**
Travel Time 1 hrs 25 mins
Anytime

- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- ⌚ **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- ⌚ **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- i **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 467.96

Fare Rule(s): 5262178581608; NONTRANSFERABLE.
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SMF WN SNA204.54YL WN SMF204.54YL 409.08 END ZPSMFSNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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✈ AIR R7M5QP



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Base Fare	\$ 409.08	Payment Information
Excise Taxes	\$ 30.68	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jan 29, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$467.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 467.96	

155.99

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11/26/16

Marcus Lee

From: Michael Sellens
Sent: Thursday, February 25, 2016 3:57 PM
To: Marcus Lee
Subject: FW: Flight reservation (ROQ32E) | 11FEB16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Monday, February 08, 2016 5:06 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (ROQ32E) | 11FEB16 | SMF-SNA | Freese/David

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Air itinerary

AIR Confirmation: ROQ32E

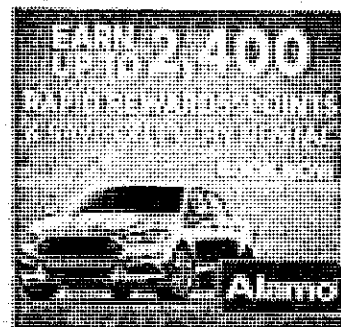
Confirmation Date: 02/8/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262181380006	Feb 7, 2017	4090

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 Feb 11	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
Fri Feb 12	888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



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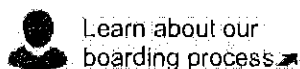
Airlines at 3:00 PM
Arrive in SACRAMENTO, CA (SMF) at 4:25 PM
Travel Time 1 hrs 25 mins
Anytime

- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
-  **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carry-on items, free of charge.
- ⌚ **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- ⌚ **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- i **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 467.96

Fare Rule(s): 5262181380006: NONTRANSFERABLE.
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XFSMF4.5SNA4.5 AY11.20SSMF5.60 SNA5.60



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✕ AIR: ROQ32E

Base Fare	\$ 409.08	Payment Information
Excise Taxes	\$ 30.68	Payment Type: Visa XXXXXXXXXXXX1737



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Segment Fee	\$ 8.00	Date: Feb 8, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$467.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 467.96	

13
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Marcus Lee

From: Michael Sellens
Sent: Thursday, February 25, 2016 3:57 PM
To: Marcus Lee
Subject: FW: Flight reservation (RP432T) | 16FEB16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Monday, February 08, 2016 5:10 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (RP432T) | 16FEB16 | SMF-SNA | Freese/David

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Air Itinerary

AIR Confirmation: RP432T

Confirmation Date: 02/8/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262181381205	Feb 7, 2017	1941

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 Feb 16	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 Wanna Get Away

Date	Flight	Departure/Arrival
Fri Feb 19	836	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



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Airlines at 12:15 PM
Arrive in SACRAMENTO, CA (SMF) at 1:40 PM
Travel Time 1 hrs 25 mins
Wanna Get Away

-  **Check in for your flight(s):** 24 hours before your trip on [Southwest.com](https://www.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: 375.95

Fare Rule(s): 5262181381205: NONREF/NONTRANSFERABLE/STANDBY
REQ UPGRADE TO Y.

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SMF WN SNA178.49RLN7PNR WN SMF145.00OLNCPNR 323.49 END
ZPSMF SNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Base Fare	\$ 323.49	Payment Information
Excise Taxes	\$ 24.26	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Feb 8, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$375.95
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 375.95	

125.32

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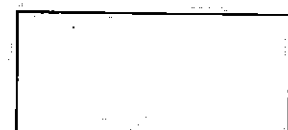
Marcus Lee

From: Michael Sellens
Sent: Thursday, February 18, 2016 7:46 AM
To: Marcus Lee
Subject: FW: UPDATED flight reservation (RP432T) | 19FEB16 | SNA-SMF | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luy.southwest.com]
Sent: Thursday, February 18, 2016 7:41 AM
To: Michael Sellens <msellens@cfssa.org>
Subject: UPDATED flight reservation (RP432T) | 19FEB16 | SNA-SMF | Freese/David

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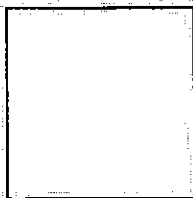
Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!

**Air Itinerary****AIR Confirmation: RP432T**

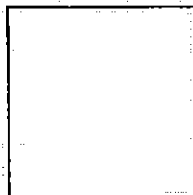
Confirmation Date: 02/18/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262184205789	Feb 7, 2017	2045

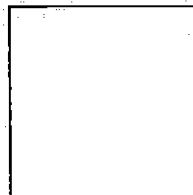
Date	Flight	Departure/Arrival
Fri Feb 19	790	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 6:10 PM Arrive In SACRAMENTO, CA (SMF) at 7:35 PM Travel Time 1 hrs 25 mins <u>Anytime</u>



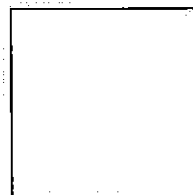
Check in for your flight(s): 24 hours before your trip on [Southwest.com](https://www.southwest.com) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.



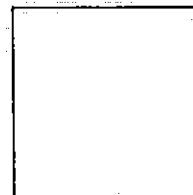
Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



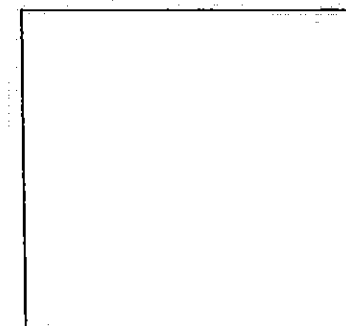
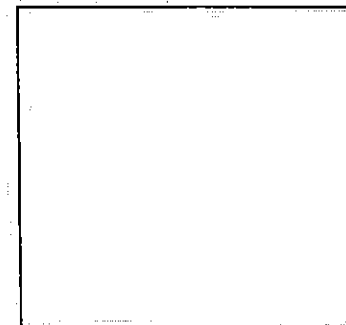
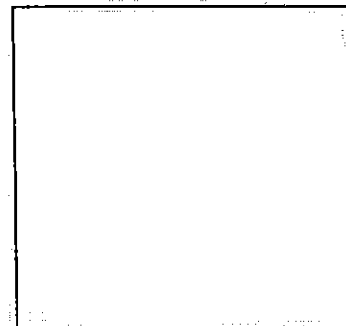
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10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



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Air Cost: 233.98


Fare Rule(s): 5262184205789: NONTRANSFERABLE

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Cost and Payment Summary

☐ AIR RP432T

Base Fare \$ 204.54
Excise Taxes \$ 15.34
Segment Fee \$ 4.00
Passenger Facility Charge \$ 4.50
September 11th Security Fee \$ 5.60
Total Air Cost \$ 233.98

Payment Information

Payment Type: Visa XXXXXXXXXXXX1737

Date: Feb 18, 2016

Payment Amount: \$64.01

Payment Type: Ticket Exchange

Date: Feb 18, 2016

Payment Amount: \$169.97

Exchange Detail

Feb 8, 2016 From ticket # 5262181381205 to
ticket # 5262184205789

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2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

PLUS

C/O 01/22/2016 01:09 PM edris

Loyalty Club: 6006637310286679

PLATINUM

Room # 324-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 108942

Arrival 01/19/16

Departure 01/22/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/16	khaled	RC	ROOM CHARGE			\$119.99
01/19/16	khaled	9	ROOM TAX			\$9.60
01/19/16	khaled	91	CITY BIA			\$3.60
01/20/16	DEPALM	RC	ROOM CHARGE			\$129.99
01/20/16	DEPALM	9	ROOM TAX			\$10.40
01/20/16	DEPALM	91	CITY BIA			\$3.90
01/21/16	DEPALM	RC	ROOM CHARGE			\$109.99
01/21/16	DEPALM	9	ROOM TAX			\$8.80
01/21/16	DEPALM	91	CITY BIA			\$3.30
01/22/16	edris	VS	PAYMENT VISA/MC		0686 - 919163	\$399.57

Balance Due

\$0.00

3 / 133.19

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 01/22/16 13:57
Receipt 096225

Short-term Parking Tkt
GRE - No. 065969
01/19/16 04:45
01/22/16 13:57
Period 3d9h13'
(Ust.)

\$68.00

Total \$68.00

Payment Received
VISA \$68.00

XXXXXXXXXXXX0686
Auth. Co. 512275

Sub Total \$68.00

All Amounts in USD
Deliv. Date=Receipt Date

3 - 22-67

096225

BEST WESTERN PLUS Newport Inn2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/29/2016 12:52 PM MELISSA

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 109405

Arrival 01/25/16

Departure 01/29/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/25/16	khaled	RC	ROOM CHARGE			\$109.99
01/25/16	khaled	9	ROOM TAX			\$8.80
01/25/16	khaled	91	CITY BIA			\$3.30
01/26/16	khaled	RC	ROOM CHARGE			\$129.99
01/26/16	khaled	9	ROOM TAX			\$10.40
01/26/16	khaled	91	CITY BIA			\$3.90
01/27/16	DEPALM	RC	ROOM CHARGE			\$119.99
01/27/16	DEPALM	9	ROOM TAX			\$9.60
01/27/16	DEPALM	91	CITY BIA			\$3.60
01/28/16	DEPALM	RC	ROOM CHARGE			\$119.99
01/28/16	DEPALM	9	ROOM TAX			\$9.60
01/28/16	DEPALM	91	CITY BIA			\$3.60
01/29/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 025240	\$532.76-

Balance Due

\$0.00

13 - 177.59

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 01/29/16 14:06
Receipt 021624

Short-term Parking Tkt
GRE - No. 089878
01/25/16 05:35
01/29/16 14:06
Period 4d8h32'
(Ust.) \$85.00

Total \$85.00

Payment Received \$85.00
VISA
XXXXXXXXXXXX0686
Auth. Co. 619260

Sub Total \$85.00

All Amounts in USD.
Deliv. Date=Receipt Date

1278020EC

28,33

BEST WESTERN PLUS Newport Inn2642 Newport Blvd.
Costa Mesa, CA 92627

(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/05/2016 12:03 PM MELISSA

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 109875

Arrival 02/01/16

Departure 02/05/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/01/16	khaled	RC	ROOM CHARGE			\$109.99
02/01/16	khaled	9	ROOM TAX			\$8.80
02/01/16	khaled	91	CITY BIA			\$3.30
02/02/16	khaled	RC	ROOM CHARGE			\$109.99
02/02/16	khaled	9	ROOM TAX			\$8.80
02/02/16	khaled	91	CITY BIA			\$3.30
02/03/16	DEPALM	RC	ROOM CHARGE			\$109.99
02/03/16	DEPALM	9	ROOM TAX			\$8.80
02/03/16	DEPALM	91	CITY BIA			\$3.30
02/04/16	DEPALM	RC	ROOM CHARGE			\$109.99
02/04/16	DEPALM	9	ROOM TAX			\$8.80
02/04/16	DEPALM	91	CITY BIA			\$3.30
02/05/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 811081	\$488.36-

Balance Due

\$0.00

13 - 162.79

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 02/05/16 11:13
Receipt 046221

Short-Term Parking Tkt
GRE - No. 017125
02/01/16 04:53
02/05/16 11:13
Period 4d6h21'
(Ust.)

\$85.00

Total \$85.00

Payment Received
VISA \$85.00
XXXXXXXXXXXX0686
Auth. Co. 315031

Sub Total \$85.00

All Amounts in USD.
Deliv. Date=Receipt Date

13 28.33

00462216

BEST WESTERN PLUS Newport Inn

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/12/2016 01:20 PM edris

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

106 Luzena ave

VACAVILLE, CA 95688

Conf # 110599

Arrival 02/11/16

Departure 02/12/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/11/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/11/16	DEPALM	9	ROOM TAX			\$9.60
02/11/16	DEPALM	91	CITY BIA			\$3.60
02/12/16	edris	VS	PAYMENT VISA/MC		0686 - 811104	\$133.19
Balance Due						\$0.00

13-44445

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

PDF 521 Le 02/12/16 13:46
Receipt 072306

Short-term Parking Tkt
GRE - No. 058238
02/11/16 04:58
02/12/16 13:46
Period 1d8h49'
(Ust.)

\$34.00

Total

\$34.00

Payment Received
VISA

\$34.00

XXXXXXXXXXXX0686
Auth. Co. 512174

Sub Total

\$34.00

13-1133

All Amounts in USD.
Deliv. Date=Receipt Date

0457464



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/17/2016
Check # 78834

Payment Authorization

3/02/2016

Amount: \$1,438.79

Vendor Name: CFFA

Invoice No.: 1865

Invoice Date: 2/29/2016

Project No.: 03215059

Project Name: Action Sports Arena Roofing Project

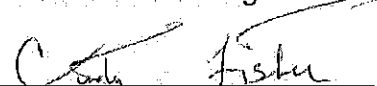
Fair Name: OC Fair & Event Center

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
FAIRS FINANCING
AUTHORITY**

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6110

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1865
Invoice Date: 2/29/2016
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 02/2016	1,438.79
	\$1,438.79

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,438.79
Sales Tax: 0.00
Invoice Total: \$1,438.79

General Ledger Detail

Current Period 02 (2/1/2016 - 2/29/2016)

CFFA
Marcus Lee

Unit Of Measure: \$

Thursday, March 03, 2016 2:35:46PM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
468-032-03215059-A Reimbursement Direct, 032, Sports							146.65
2/29/2016	AR Invoice Summary	Sales	AR-Invoice		1,438.79		
2/29/2016	OC Fair & Event Center Roof	Inv: 1865	Prj 03215059 Direct Costs - 02/2016,	Prj 03215059 - Action Sports Arena			1,438.79
468-032-03215059-A Net:							1,438.79
					0.00	1,438.79	1,585.44
642-032-03215059-A Printing-Projects, 032, Sports Arena							0.00
2/2/2016	Summarized AP Invoices	Invoices	AP-Invoice		53.80		
2/2/2016	American Reprographics Company	Invoice: 8476148	032-15059 ASA Roofing Project PW DMF/ Sp				53.80
642-032-03215059-A Net:							53.80
					53.80	0.00	53.80
664-032-03215059-A Travel-projects, 032, Sports Arena -							146.65
2/19/2016	Summarized AP Invoices	Invoices	AP-Invoice		1,384.99		
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Roofing			146.66
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Roofing			155.99
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Chng Fee ASA			9.40
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			5.67
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Roofing			155.99
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Roofing			155.99
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight ASA Roofing			125.32
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Flight Chng ASA Roofing			21.34
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Roofing			133.19
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			22.67
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Roofing			177.59
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport Parking			28.33
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Roofing			162.79
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac Airport ASA Roofing			28.33
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Hotel ASA Roofing			44.40
2/19/2016	West America Bank	Invoice: 02192016	February 2016 Statement - Operating,	D. Freese Sac airport Parking			11.33
664-032-03215059-A Net:							1,384.99
					1,384.99	0.00	1,531.64
\$ Grand Totals							
	Beginning Balance	Net Activity	Total Debits	Total Credits	Balance		
	0.00	0.00	1,438.79	1,438.79	0.00		
\$ Trial Balances							
		Prior:	146.65	146.65	0.00		
		Activity:	1,438.79	1,438.79	0.00		
		Ending:	1,585.44	1,585.44	0.00		



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8476184**

INVOICE DATE **02/02/16**

WORK ORDER# **5047825**

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

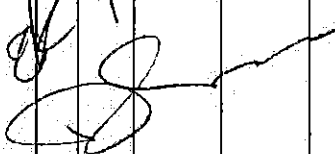
SHIP TO: Cust# 31
ATTN: DAVID FREESE
WILL CALL/WAITER - CORPORATE
345 CLINTON ST.
COSTA MESA, CA 92626

DUE: 02/02/16 at 04:00PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester	
JOB#		JOB NAME			BILLER	LOC
		ACTION SPORTS ARENA ROOFING PROJECT ✓			Chelsea Langer	001
QTY	DESCRIPTION	UNIT	PRICE	COPIES	UNIT PRICE	TOTAL
1900	BW Copies 8.5X11	T 001	250	1	250 EA	0.1390 34.75
1927	Document Assembly/Collate	NT 001	5	1	5 EA	0.1800 0.90
1936	3 Hole Drill	NT 001	125	1	125 EA	0.0200 2.50
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
8522	Set Up	T 001	1	1	1 EA	5.7800 5.78

2/8/16

to pay



2/8/16
ok to pay

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
50.07		3.73	53.80		53.80

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
2435429

LT



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®

Thank you for your purchase!



Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #RZXC9D

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Monday, January 25, 2016 - Friday,
January 29, 2016

Air Total: \$439.96

Amount Paid
\$439.96

Trip Total
\$439.96

JAN 25

MON 01/25/16 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
01/25/2016 - 01/29/2016

Confirmation #
RZXC9D

Adult Passenger(s)
DAVID FREESE

Rapid Rewards #
00000337987344

Subscribe to Flight Status Messaging

Travel Date		Flight Segments		Flight Summary
DEPART JAN 25 MON	06:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2532 Southwest	Monday, January 25, 2016
	08:05 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 35 m (Nonstop) Anytime
RETURN JAN 29 FRI	12:15 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #836 Southwest	Friday, January 29, 2016
	01:40 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and

Southwest Airlines - Purchase Confirmation

Page 2 of 2

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	SNF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same-Day Changes • No Change Fees 	1
Return	SNA-SNF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> • No Change Fees • Applicable fare difference applies • Excludes Funds • No Standby or Same-Day Changes Allowed • Non-Endorsement Status Guaranteed with Points 	1

Enroll in Rapid Rewards and earn at least 3116 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$439.96**
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:
\$439.96

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

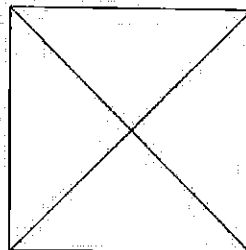
\$439.96

Amount Paid
\$439.96

Trip Total
\$439.96

146.66

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Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®

Thank you for your purchase!



Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases in Trip

Air

Confirmation #RMIORT

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Wednesday, January 27, 2016

Air Total: \$467.96

Amount Paid
\$467.96

Trip Total
\$467.96

JAN 27

WED 01/27/16 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
01/27/2016

Confirmation #
RMIORT

Adult Passenger(s)
BRYAN EUBANKS

Rapid Rewards #
00C00325019796

Subscribe to Flight Status Messaging

Travel Date		Flight Segments		Flight Summary
DEPART JAN 27 WED	07:45 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight # 2525 Southwest	Wednesday, January 27, 2016
	09:10 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN JAN 27 WED	06:10 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight # 790 Southwest	Wednesday, January 27, 2016
	07:35 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same-Day Changes No Change Fees 	1

Subtotal **\$467.96**
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:
\$467.96

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX-1737

\$467.96

Amount Paid
\$467.96

Trip Total
\$467.96

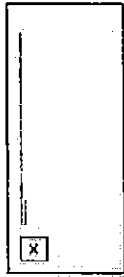
155.99

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Michael Sellens

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, January 21, 2016 11:55 AM
To: Michael Sellens
Subject: UPDATED flight reservation (RA9JYC) | 22JAN16 | SNA-SMF | Freese/David

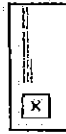
Thanks for choosing Southwest® for your trip.



[Log in](#) | [View my itinerary](#)

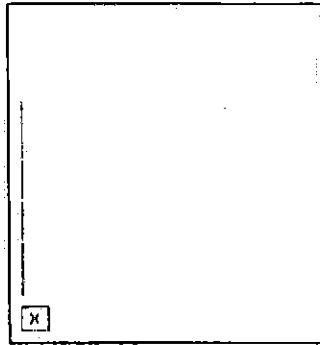
Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
--------------------	------------------------	------------------	-------------------	-----------------	---------------

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 032-15-050/057/059

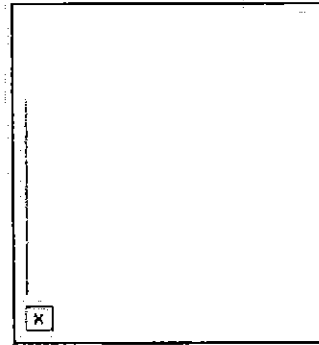


Air Itinerary

AIR Confirmation: RA9JYC

Confirmation Date: 01/21/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262176089256	Jan 12, 2017	2045



Date Flight Departure/Arrival

Fri Jan 22 836 Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:15 PM
Arrive in SACRAMENTO, CA (SMF) at 1:40 PM
Travel Time 1 hrs 25 mins
Anytime



Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.



Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



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: 233.98

Fare Rule(s): 5262176089256: 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.



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Cost and Payment Summary

☐ AIR RA9JYC

Base Fare	\$ 204.54	Payment Information
Excise Taxes	\$ 15.34	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 4.00	Date: Jan 21, 2016
Passenger Facility Charge	\$ 4.50	Payment Amount: \$28.00 / 3 - 9.40
September 11th Security Fee	\$ 5.60	Payment Type: Ticket Exchange
Total Air Cost	\$ 233.98	Date: Jan 21, 2016
		Payment Amount: \$205.98

Exchange Detail

Jan 13, 2016 From ticket # 5262173606802 to
ticket # 5262176089256

Filtered

Date	System Device	Transaction
System Journal		
27.01.16 19:35:06	PS 392	5988
SPT CP:GRE Dev:EN 71 Frm:20160126 1511 Ut:20160127 1935 Prc:17.00 Rat:1 09118860/170948400/0987165		
27.01.16 19:35:12	PS 392	5988
VISA Amt:17.00 XXXXXXXXXXXX0184 Exp:1812 Srv:0 Tno:806170511		
27.01.16 19:35:56	PS 392	5989
SPT CP:GRE Dev:EN 71 Frm:20160127 0628 Ut:20160127 1935 Prc:17.00 Rat:1 03888061/170948400/098747		
27.01.16 19:36:49	PS 392	5989
VISA Amt:17.00 XXXXXXXXXXXX1737 Exp:1703 Srv:0 Tno:806170607		



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DUPLICATE

SAC. INTL AIRPORT
 6900 AIRPORT BLVD
 SACRAMENTO, 95837

PS 392 01/27/16 19:35
 Cashier 18
 Receipt 14419

Short-term Parking Tkt
 GRE - No. 098747
 01/27/16 06:28
 01/27/16 19:35
 Period 0d13h8'
 (Ust.) \$17.00

Total \$17.00

Payment Received
 VISA \$17.00
 XXXXXXXXXXXX1737
 Auth. Co. 127263

Sub Total \$17.00

All Amounts in USD.
 Deliv. Date=Receipt Date

13-867



Marcus Lee

From: Michael Sellens
Sent: Friday, January 29, 2016 1:56 PM
To: Marcus Lee
Cc: David Freese
Subject: FW: Flight reservation (R7M5QP) | 01FEB16 | SMF-SNA | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, January 29, 2016 1:51 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (R7M5QP) | 01FEB16 | SMF-SNA | Freese/David

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[✈ Air itinerary](#)

AIR Confirmation: R7M5QP

Confirmation Date: 01/29/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262178581608	Jan 28, 2017	4090

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Feb 1	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 Anytime

Date	Flight	Departure/Arrival
------	--------	-------------------

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Fri Feb 5

836

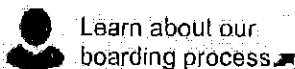
Depart **ORANGE COUNTY/SANTA ANA, CA (SNA)** on Southwest Airlines at **12:15 PM**
Arrive in **SACRAMENTO, CA (SMF)** at **1:40 PM**
Travel Time 1 hrs 25 mins
Anytime

- ✓ **Check in for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- 🕒 **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- 🕒 **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- 📌 **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: 467.96

Fare Rule(s): 5262178581608: NONTRANSFERABLE.
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SMF WN SNA204.54YL WN SMF204.54YL 409.08 END ZPSMFSNA -
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Base Fare	\$ 409.08	Payment Information
Excise Taxes	\$ 30.68	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jan 29, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$467.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 467.96	

155.99

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² Security Fee is the government-imposed September 11th Security Fee.

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4/26/16

Marcus Lee

From: Michael Sellens
Sent: Thursday, February 25, 2016 3:57 PM
To: Marcus Lee
Subject: FW: Flight reservation (ROQ32E) | 11FEB16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Monday, February 08, 2016 5:06 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (ROQ32E) | 11FEB16 | SMF-SNA | Freese/David

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Air Itinerary

AIR Confirmation: ROQ32E

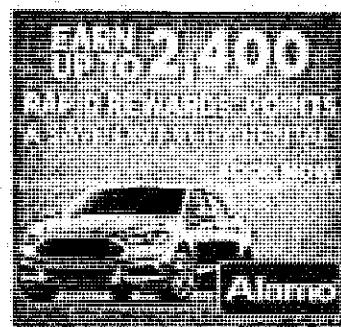
Confirmation Date: 02/8/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262181380006	Feb 7, 2017	4090

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 Feb 11	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
Fri Feb 12	888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



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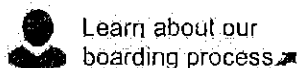
Airlines at 3:00 PM
Arrive in SACRAMENTO, CA (SMF) at 4:25 PM
Travel Time 1 hrs 25 mins
Anytime

- ✓ **Check In for your flight(s):** 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- ✈ **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- ⌚ **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- ⌚ **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- i **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 467.96

Fare Rule(s): 5262181380006: NONTRANSFERABLE.
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SMF WN SNA204.54YL WN SMF204.54YL 409.08 END ZPSMFSNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Cost and Payment Summary

✈ AIR - ROQ32E

Base Fare	\$ 409.08	Payment Information
Excise Taxes	\$ 30.68	Payment Type: Visa XXXXXXXXXXXX1737



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Segment Fee	\$ 8.00	Date: Feb 8, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$467.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 467.96	

13-155.99

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Marcus Lee

From: Michael Sellens
Sent: Thursday, February 25, 2016 3:57 PM
To: Marcus Lee
Subject: FW: Flight reservation (RP432T) | 16FEB16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Monday, February 08, 2016 5:10 PM
To: Michael Sellens <msellens@cfsa.org>
Subject: Flight reservation (RP432T) | 16FEB16 | SMF-SNA | Freese/David

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Air itinerary

AIR Confirmation: RP432T

Confirmation Date: 02/8/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262181381205	Feb 7, 2017	1941

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 Feb 16	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 Wanna Get Away

Date	Flight	Departure/Arrival
Fri Feb 19	836	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



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Airlines at 12:15 PM
Arrive in SACRAMENTO, CA (SMF) at 1:40 PM
Travel Time 1 hrs 25 mins
Wanna Get Away

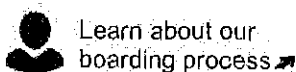
- ✓ **Check In for your flight(s):** 24 hours before your trip on [Southwest.com](https://www.southwest.com) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier 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: 375.95

Fare Rule(s): 5262181381205: 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 SNA178.49RLN7PNR WN SMF145.00OLNCPNR 323.49 END
ZPSMFSNA XFSMF4.5SNA4 5 AY11.20\$SMF5.60 SNA5.60



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Base Fare	\$ 323.49	Payment Information
Excise Taxes	\$ 24.26	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Feb 8, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$375.95
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 375.95	

63 - 125.32

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 Dallas, TX 75235

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Marcus Lee

From: Michael Sellens
Sent: Thursday, February 18, 2016 7:46 AM
To: Marcus Lee
Subject: FW: UPDATED flight reservation (RP432T) | 19FEB16 | SNA-SMF | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Thursday, February 18, 2016 7:41 AM
To: Michael Sellens <msellens@cfsa.org>
Subject: UPDATED flight reservation (RP432T) | 19FEB16 | SNA-SMF | Freese/David

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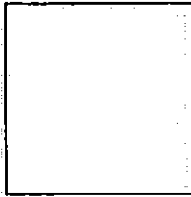
Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!

**Air Itinerary****AIR Confirmation: RP432T**

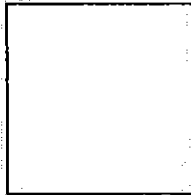
Confirmation Date: 02/18/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262184205789	Feb 7, 2017	2045

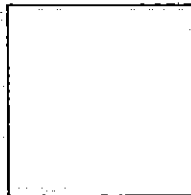
Date	Flight	Departure/Arrival
Fri Feb 19	790	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 6:10 PM Arrive in SACRAMENTO, CA (SMF) at 7:35 PM Travel Time 1 hrs 25 mins <u>Anytime</u>



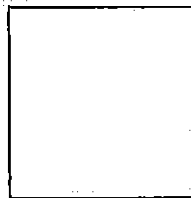
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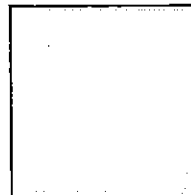
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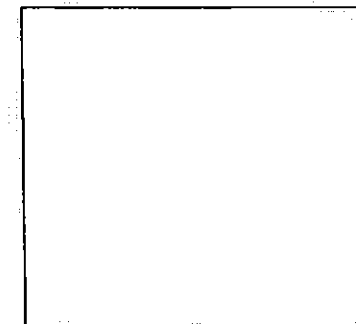
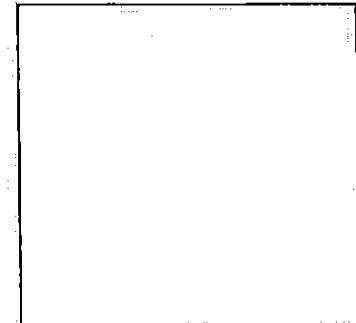
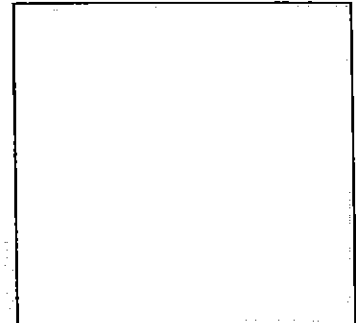
30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



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: 233.98

Fare Rule(s): 5262184205789: 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.



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Cost and Payment Summary

☐ AIR RP432T

Base Fare \$ 204.54
Excise Taxes \$ 15.34
Segment Fee \$ 4.00
Passenger Facility Charge \$ 4.50
September 11th Security Fee \$ 5.60
Total Air Cost \$ 233.98

Payment Information

Payment Type: Visa XXXXXXXXXXXX1737
Date: Feb 18, 2016

Payment Amount: \$64.01

Payment Type: Ticket Exchange

Date: Feb 18, 2016

Payment Amount: \$169.97

3 - 21.34

Exchange Detail

Feb 8, 2016 From ticket # 5262181381205 to
ticket # 5262184205789

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All travel involving funds from this Confirmation Number must be completed by the expiration date.

* 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-TOR

Dallas, TX 75235

[Contact Us](#)

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BEST WESTERN PLUS Newport Inn
2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020
05417@hotel.bestwestern.com

C/O 01/22/2016 01:09 PM edris

Loyalty Club: 6006637310286679

PLATINUM

Room # 324-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 108942

Arrival 01/19/16

Departure 01/22/16

Room Type KDZ-King - Business - N
Guests 2 / 0

Payment Visa/Master
Acct.

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/19/16	khaled	RC	ROOM CHARGE			\$119.99
01/19/16	khaled	9	ROOM TAX			\$9.60
01/19/16	khaled	91	CITY BIA			\$3.60
01/20/16	DEPALM	RC	ROOM CHARGE			\$129.99
01/20/16	DEPALM	9	ROOM TAX			\$10.40
01/20/16	DEPALM	91	CITY BIA			\$3.90
01/21/16	DEPALM	RC	ROOM CHARGE			\$109.99
01/21/16	DEPALM	9	ROOM TAX			\$8.80
01/21/16	DEPALM	91	CITY BIA			\$3.30
01/22/16	edris	VS	PAYMENT VISA/MC		0686 - 919163	\$399.57

Balance Due	\$0.00
-------------	--------

13 - 135.19

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 01/22/16 13:57
Receipt 096225

Short-term Parking Tkt

GRE - No. 065969

01/19/16 04:45

01/22/16 13:57

Period 3d9h13'

(Ust.)

\$68.00

Total

\$68.00

Payment Received

VISA

\$68.00

XXXXXXXXXXXX0686

Auth. Co. 512275

Sub Total

\$68.00

All Amounts in USD.
Deliv. Date=Receipt Date

22.107

002218C96

BEST WESTERN PLUS Newport Inn
2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020
05417@hotel.bestwestern.com

C/O 01/29/2016 12:52 PM MELISSA

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

292 Shasta Drive

Vacaville, CA 95687

Conf # 109405

Arrival 01/25/16

Departure 01/29/16

Room Type KDZ-King - Business - N

Guests 2 / 0

Payment Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
01/25/16	khaled	RC	ROOM CHARGE			\$109.99
01/25/16	khaled	9	ROOM TAX			\$8.80
01/25/16	khaled	91	CITY BIA			\$3.30
01/26/16	khaled	RC	ROOM CHARGE			\$129.99
01/26/16	khaled	9	ROOM TAX			\$10.40
01/26/16	khaled	91	CITY BIA			\$3.90
01/27/16	DEPALM	RC	ROOM CHARGE			\$119.99
01/27/16	DEPALM	9	ROOM TAX			\$9.60
01/27/16	DEPALM	91	CITY BIA			\$3.60
01/28/16	DEPALM	RC	ROOM CHARGE			\$119.99
01/28/16	DEPALM	9	ROOM TAX			\$9.60
01/28/16	DEPALM	91	CITY BIA			\$3.60
01/29/16	MELISSA	V5	PAYMENT VISA/MC		0686 - 025240	\$532.76

Balance Due	\$0.00
-------------	--------

13 - 177.59

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 521 Le 01/29/16 14:06
Receipt 021624

Short-term Parking Tkt
GRE - No. 089878
01/25/16 05:35
01/29/16 14:06
Period 4d8h32
(Ust.) \$85.00

Total \$85.00

Payment Received
VISA \$85.00
XXXXXXXXXXXX0686
Auth. Co. 619260

Sub Total \$85.00 / 3 = 28.33

All Amounts in USD
Deliv. Date=Receipt Date

07003DEC - 1/1

BEST WESTERN PLUS Newport Inn
2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020
05417@hotel.bestwestern.com

C/O 02/05/2016 12:03 PM MELISSA
Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 109875
Arrival 02/01/16
Departure 02/05/16

Room Type KDZ-King - Business - N
Guests 2 / 0

Payment Visa/Master
Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/01/16	khaled	RC	ROOM CHARGE			\$109.99
02/01/16	khaled	9	ROOM TAX			\$8.80
02/01/16	khaled	91	CITY BIA			\$3.30
02/02/16	khaled	RC	ROOM CHARGE			\$109.99
02/02/16	khaled	9	ROOM TAX			\$8.80
02/02/16	khaled	91	CITY BIA			\$3.30
02/03/16	DEPALM	RC	ROOM CHARGE			\$109.99
02/03/16	DEPALM	9	ROOM TAX			\$8.80
02/03/16	DEPALM	91	CITY BIA			\$3.30
02/04/16	DEPALM	RC	ROOM CHARGE			\$109.99
02/04/16	DEPALM	9	ROOM TAX			\$8.80
02/04/16	DEPALM	91	CITY BIA			\$3.30
02/05/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 811081	\$488.36

Balance Due	\$0.00
-------------	--------

13 - 162.79

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 521 Le 02/05/16 11:13
Receipt 046221

Short-term Parking Tkt
GRE - No. 017125
02/01/16 04:53
02/05/16 11:13
Period 4d6h21'
(Ust.) \$85.00

Total \$85.00

Payment Received
VISA \$85.00
XXXXXXXXXXXX0686
Auth. Co. 315031

Sub Total \$85.00

All Amounts in USD.
Deliv. Date=Receipt Date

3-28,33

1000E79F

BEST WESTERN PLUS Newport Inn

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/12/2016 01:20 PM edrls

Loyalty Club: 6006637310286679

PLATINUM

Room # 333-A

Registered To:

Freese, David

BW-REGULAR GUESTS

106 Luzena ave

VACAVILLE, CA 95688

Conf # 110599

Arrival 02/11/16

Departure 02/12/16

Room Type KOZ-King - Business - N
Guests 2 / 0Payment Visa/Master
Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/11/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/11/16	DEPALM	9	ROOM TAX			\$9.60
02/11/16	DEPALM	91	CITY BIA			\$3.60
02/12/16	edrls	VS	PAYMENT VISA/MC		0686 - 811104	\$133.19-
Balance Due						\$0.00

13-44,90

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SAC, INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 02/12/16 13:46
Receipt 072306

Short-term Parking Tkt
GRE - No. 058238
02/11/16 04:58
02/12/16 13:46
Period 1d8h49'
(Ust.)

\$34.00

Total

\$34.00

Payment Received
VISA

\$34.00

XXXXXXXXXXXX0686
Auth. Co. 512174

Sub Total

\$34.00

All Amounts in USD.
Deliv. Date=Receipt Date

13-11.32

15746W - 12



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/17/2016
Check # 78834

Payment Authorization

3/4/2016

Amount: \$24,198.00

Vendor Name: CFFA

Invoice No.: 1870

Invoice Date: 3/4/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation 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: 1870
Invoice Date: 3/4/2016
Customer Code: 32nd
Project: 03216012
Heroes Hall Renovation - Construction

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 16-012 (1 of 8)	24,198.00
	\$24,198.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$24,198.00
Sales Tax: 0.00
Invoice Total: \$24,198.00

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

PROJECT CONSTRUCTION COSTS		
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
*SUPPLEMENTAL COSTS (Estimates)		
**Architect Construction Services	\$ 25,000.00	
**Special/Contracted Inspections	\$ 30,000.00	
	Professional Services Sub-Total	\$ 55,000.00
*REIMBURSABLES (Estimates)		
**Travel & Associated Costs	\$ 48,133.00	
Reproduction Services	\$ 875.00	
Misc.	\$ 960.00	
	Reimbursable Sub-Total	\$ 49,968.00
MANAGEMENT/ADMINISTRATION FEES		
Construction Project Administration Fee (6%)	\$ 193,583.88	
Other Direct Costs Handling Fee (3%)	\$ 3,149.04	\$ 196,732.92
Total Costs, with Fees and Estimated Costs		\$ 3,850,738.72

*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.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/17/2016
Check # 78846

Payment Authorization

2/23/2016

Amount: \$61,484.00

Vendor Name: Painting and Décor Inc.

Invoice No.: App No. 1

Invoice Date: 02/19/2016

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


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: CA Fair Financing Authority
1776 Tribute Rd. Ste. 100
Sacramento, CA 95815

PROJECT: Action Sports Arena Painting Project
at OC Fair & Event Center
CPFA Project # 032-15-044

APPLICATION NO: 1

Distribution to:
☒ OWNER
☐ CONTRACTOR
☐ CONSTRUCTION MANAGER

PERIOD TO: 2/19/2016

FROM CONTRACTOR:

Name: Painting & Decor, Inc.
Address: P.O. Box 5926
Orange, CA 92663

CONTRACT DATE:

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: Painting & Decor, Inc.
By: [Signature] Date: 2-19-16
Nyle Wagner, President

1. ORIGINAL CONTRACT SUM \$ 143,600.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 143,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 64,720.00
5. RETAINAGE
 - a. 5 % of Completed Work (Column D - E on G703) \$ 3,236.00
 - b. 5 % of Stored Material (Column F on G703) \$ 0
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 3,236.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 61,484.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
8. CURRENT PAYMENT DUE (E-8 of G703 - 10%) \$ 61,484.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 82,116.00

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 this AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 61,484.00
(attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 2-22-16
By: _____ Date: _____
By: _____ Date: _____
By: _____ Date: _____

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 changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W., WASHINGTON, DC 20004-5002

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA © 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

APPLICATION NO: 1

CA Fairs Financing Authority

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

APPLICATION DATE: 2/19/2016

containing Contractor's signed certification is attached.

PERIOD TO: 2/19/2016

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Bonds & Insurance	11,500.00		11,500.00		11,500.00	100.0%	0.00	575.00
2	Mobilization	14,360.00		14,360.00		14,360.00	100.0%	0.00	718.00
3	Preparation of surfaces	11,780.00		10,600.00	10,600.00	10,600.00	90.0%	1,180.00	530.00
4	Prime Coats	35,320.00		28,260.00		28,260.00	80.0%	7,060.00	1,413.00
5	Finish Coats	70,640.00				0.00	0.0%	70,640.00	0.00
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	CONTRACT TOTALS	143,600.00	0.00	64,720.00	0.00	64,720.00	45.1%	78,880.00	3,236.00
16	Change Orders								
17						0.00	#DIV/0!	0.00	0.00
18						0.00	#DIV/0!	0.00	0.00
19						0.00	#DIV/0!	0.00	0.00
20	Change Order Subtotal	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
21									
22									
23	REVISED CONTRACT TOTALS	\$143,600.00	\$0.00	\$64,720.00	\$0.00	\$64,720.00	45.1%	\$78,880.00	\$3,236.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Paid 03/24/2016
Check # 78858

Payment Authorization

3/14/2016

Amount: \$226,075.19

Vendor Name: American Seating Company

Invoice No.: App No. 2

Invoice Date: 3/14/2016

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

TO: PROJECT: PACIFIC AMPHITHEATRE
 CALIFORNIA FAIRS FINANCING AUTHORITY
 Address: SEATING REPLACEMENT
 City, State & Zip: City, State & Zip

FROM: ARCHITECT: AMERICAN SEATING COMPANY
 401 American Seating Center
 Grand Rapids, MI 49504

AIA DOCUMENT G702

APPLICATION NO: 2
 APPLICATION DATE: 3/4/2016
 PERIOD FROM: 2/1/2016
 PERIOD TO: 2/29/2016
 CONTRACT DATE: 10/30/2015
 CONTRACT FOR: FIXED SEATING
 PROJECT NOS: 032-15-050

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

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.

1. ORIGINAL CONTRACT SUM	\$1,017,170.21
2. NET CHANGE BY CHANGE ORDERS	\$2,589.96
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,019,760.17
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 663,577.51
5. RETAINAGE:	
a. 5.00% of Completed Work (Column D + E on G703)	\$43,178.88
b. 5.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G 703)	\$43,178.88
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$820,388.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$584,323.44
8. CURRENT PAYMENT DUE	\$226,075.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$199,361.54

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
In previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$2,589.96	\$0.00
TOTALS	\$2,589.96	\$0.00
NET CHANGES by Change Order		\$2,589.96

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: Audi Smith
 Judi Smith, Credit Manager
 State of: MICHIGAN County of: KENT
 Subscribed and sworn to before me this 4th
 Notary Public: Wendell
 My Commission Expires: 10/19/19

Date: 10/19/19
 Notary Public: Wendell
 Kent County
 My Commission Expires: Oct 19, 2019
 Acting in the 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: \$ 226,075.19
 (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: B. J. Date: 3-8-18

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.

Approved for Payment
 M.P. Selley 3/17/16

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 line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 3/4/2016

PERIOD TO: 2/28/2016

RETAINAGE: 5.00%

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD		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)
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	\$ 12,714.63		\$ 38,143.88			\$ 50,858.51	100.00%	\$ -	\$ 2,542.93
11	Section 1										
12	Fixed Sealing	\$ 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	Section 2										
16	Fixed Sealing	\$ 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	Section 3										
20	Fixed Sealing	\$ 51,096.34	\$ 51,096.34					\$ 51,096.34	100.00%	\$ -	\$ 2,554.82
21	Removal	\$ 8,973.45	\$ 8,973.45					\$ 8,973.45	100.00%	\$ -	\$ 448.67
22	Installation	\$ 21,303.82	\$ 21,303.82					\$ 21,303.82	100.00%	\$ -	\$ 1,065.19

23	Section 4	Fixed Seating	\$	61,315.61	\$	61,315.61	\$	61,315.61	100.00%	\$	3,066.78
24		Removal	\$	-	\$	-	\$	-	100.00%	\$	538.41
25		Installation	\$	-	\$	-	\$	-	100.00%	\$	1,278.23
26	Section 5	Fixed Seating	\$	66,425.25	\$	66,425.25	\$	66,425.25	100.00%	\$	3,321.26
27		Removal	\$	-	\$	-	\$	-	100.00%	\$	583.27
28		Installation	\$	-	\$	-	\$	-	100.00%	\$	1,384.75
29	Section 6	Fixed Seating	\$	91,973.42	\$	91,973.42	\$	91,973.42	100.00%	\$	4,598.67
30		Removal	\$	-	\$	-	\$	-	100.00%	\$	807.61
31		Installation	\$	-	\$	-	\$	-	100.00%	\$	1,917.34
32	Section 7	Fixed Seating	\$	66,425.25	\$	66,425.25	\$	66,425.25	100.00%	\$	3,321.26
33		Removal	\$	-	\$	-	\$	-	100.00%	\$	583.27
34		Installation	\$	-	\$	-	\$	-	100.00%	\$	1,384.75
35	Section 8	Fixed Seating	\$	61,315.61	\$	61,315.61	\$	61,315.61	0%	\$	-
36		Removal	\$	-	\$	-	\$	-	0%	\$	-
37		Installation	\$	-	\$	-	\$	-	0%	\$	-
38		Punchlist & Acceptance (.5%)	\$	-	\$	-	\$	-	0%	\$	-
39		Closeout Documentation (5%)	\$	-	\$	-	\$	-	0%	\$	-
40		Change Order No.: 01	\$	-	\$	-	\$	-	0%	\$	-
41			\$	-	\$	-	\$	-	0%	\$	-
42			\$	-	\$	-	\$	-	0%	\$	-
43			\$	-	\$	-	\$	-	0%	\$	-
44			\$	-	\$	-	\$	-	0%	\$	-
45			\$	-	\$	-	\$	-	0%	\$	-
46			\$	-	\$	-	\$	-	0%	\$	-
47			\$	-	\$	-	\$	-	0%	\$	-
48			\$	-	\$	-	\$	-	0%	\$	-
49			\$	-	\$	-	\$	-	0%	\$	-
TOTAL			\$	1,019,760.17	\$	625,603.62	\$	237,973.89	84.65%	\$	156,182.66
			\$		\$		\$			\$	\$43,476.88

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/24/2016
Check # 78859

Payment Authorization

3/17/2016 Amount: \$239,841.90

Vendor Name: AP Construction, Inc.

Invoice No.: App No. 2

Invoice Date: 3/17/2016

Project No.: 03215059

Project Name: Action Sports Arena Roofing Project

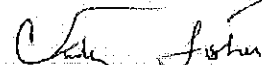
Fair Name: OC Fair & Event Center

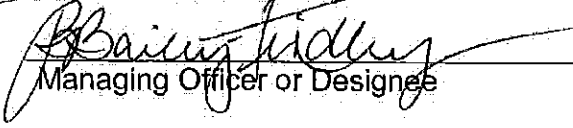
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

TO: California Fair Finance Authority
88 Fair Drive
Costa Mesa Ca 92626
FROM CONTRACTOR:
AP Construction, Inc., 18314 S. Broadway, Gardena, CA 90248
CONTRACT FOR: Action Sports Arena Roofing at OC Fair

PROJECT: CCFA
Action Sports Arena
Roofing
VIA ARCHITECT:

APPLICATION NO.: 2
PERIOD TO: 2/29/2016
PROJECT NOS.: 15-050
CONTRACT DATE: January 4, 2016

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Home Depot Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$456,000.00
2. Net change by Change Orders \$65,977.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$521,977.00
4. TOTAL COMPLETE & STORED TO DATE \$401,177.00

5. RETAINAGE

a. Completed Work 10% \$40,117.70
(Column D+E on G703)
b. Stored Material 0% \$0.00
(Column F on G703)

Total Retainage (Line 5A + 5b or Total in Column I of G703) \$40,117.70

6. TOTAL EARNED LESS RETAINAGE \$361,059.30
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$239,841.90
9. BALANCE TO FINISH INCLUDING RETAINAGE \$160,917.70
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by owner		
Total approved this Month	\$65,977.00	\$0.00
TOTALS	\$65,977.00	\$0.00
NET CHANGES by Change Order		

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.

Joseph Cochran
By: Joseph Cochran, Controller

Date: 02/29/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 239,841.90

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: *By [Signature]*

Date: 3-12-16

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.

Approved for Payment
M.P. Sellen 3/15/2016

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	% FINISH (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Requirements								
2	Project Management	24,000.00	7,920.00	7,920.00		15,840.00	66%	8,160.00	1,584.00
3	Supervision	35,000.00	11,550.00	11,550.00		23,100.00	66%	11,900.00	2,310.00
4	Project Engineer	6,000.00	1,980.00	1,980.00		3,960.00	66%	2,040.00	396.00
5	Bond	4,515.92	4,515.92	0.00		4,515.92	100%	0.00	451.59
6	Insurance	4,214.08	4,214.08	0.00		4,214.08	100%	0.00	421.41
7	Document Control	5,000.00	1,650.00	1,650.00		3,300.00	66%	1,700.00	330.00
8	Closeout	4,500.00				0.00	0%	4,500.00	0.00
13	As-Builts	3,000.00		0.00		0.00	0%	3,000.00	0.00
14	Metal Canopy								
15	Steel Demolition	87,070.00	69,656.00	17,414.00		87,070.00	100%	0.00	8,707.00
16	Valley Beams	59,800.00		59,800.00		59,800.00	100%	0.00	5,980.00
17	Roof	110,000.00		79,700.00		79,700.00	72%	30,300.00	7,970.00
18	Trim	29,900.00		20,500.00		20,500.00	69%	9,400.00	2,050.00
19	Electrical								
20	Demolition	33,200.00	33,200.00	0.00		33,200.00	100%	0.00	3,320.00
21	Re-Install Electrical Components	49,800.00		0.00		0.00	0%	49,800.00	0.00
22									
23	Change Order #1								
24	Additional Panel Work	6,508.00		6,508.00		6,508.00	100%	0.00	650.80
25									
26	Change Order #2								
27	New Fascia Beams	59,469.00		59,469.00		59,469.00	100%	0.00	5,946.90
PROJECT TOTAL		\$456,000.00	\$134,686.00	\$266,491.00		401,177.00	88%	54,823.00	40,117.70

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: 02/29/2016

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 AUTHORITY
Amount of Check: \$ 239,841.90
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: 03/08/2016

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: Pre-Fab Builders, Inc.
Name of Customer: AP Construction Inc.
Job Location: Costa Mesa, CA
Owner: CFFA
Through Date: 2-29-16

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:

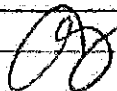
Maker of Check: AP Construction Inc.
Amount of Check: \$ 243,245.00
Check Payable to: Pre-Fab Builder,s Inc.

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.

Claimant's Signature:

 Signature

Claimant's Title:

CFO

Date of Signature:

2-18-16

Marcus Lee

From: David Freese
Sent: Wednesday, March 16, 2016 12:31 PM
To: Marcus Lee
Subject: RE: Action Sports Arena Roofing Project

Marcus,
This is ok to pay

From: Marcus Lee
Sent: Wednesday, March 16, 2016 12:17 PM
To: David Freese <dfreese@cfsa.org>
Subject: FW: Action Sports Arena Roofing Project

Morning Dave, can you take a look at this invoice from AP construction and let me know if its okay to process.

From: Joseph Cochran [<mailto:JCochran@ap-construction.com>]
Sent: Wednesday, March 09, 2016 12:13 PM
To: Marcus Lee
Cc: Ray Clantz
Subject: Action Sports Arena Roofing Project

Marcus,

Attached for your review is our Billing #2 for the captioned project. If you should have any questions, do not hesitate to contact us.

Joe Cochran
Controller

AP Construction, Inc.
18314 S. Broadway
Gardena, CA 90248
310/793-2310 Office
310/793-2312 Fax

www.ap-construction.com



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Paid 03/30/2016
Check # 78907

Payment Authorization

3/02/2016

Amount: \$696.00

Vendor Name: CFFA

Invoice No.: 1860

Invoice Date: 2/29/2016

Project No.: 03215033

Project Name: Pacific Amphitheatre Fall Protection Bid Solicitation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSULTATION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1860

Invoice Date: 2/29/2016

Customer Code: 32nd

Project: 03215033
Pac Amp Fall Protection - Bid Sol

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215033 - Pac Amp Fall Protection Solicitation to Bid - Direct Costs - 02/2016	696.00
	\$696.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$696.00

Sales Tax: 0.00

Invoice Total: \$696.00

General Ledger Detail

Current Period 02 (2/1/2016 - 2/29/2016)

CFFA
Marcus Lee

Unit Of Measure: \$

Friday, February 26, 2016 9:28:27AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
647-032-03215033-A Advertising-Projects, 032, Pac Amp							0.00
2/19/2016	Summarized AP Invoices	Invoices	AP-Invoice		696.00		
2/19/2016	West America Bank Invoice: 02192016	February 2016 Statement - Operating, Advertisement - Fall Protection				696.00	
647-032-03215033-A			Net:	696.00	696.00	0.00	696.00
<hr/>							
\$ Grand Totals		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	696.00		696.00	0.00	696.00
<hr/>							
\$ Trial Balances					Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		696.00	0.00	696.00
			Ending:		696.00	0.00	696.00



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Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Friday, February 19, 2016

Transaction Type: Payment

Ad Number: 0010136750

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXXX1737 - Visa

Credit Card Expire Date: March 2017

Payment Amount: \$696.00

Amount Due: \$0.00

Reference Number:

Charge to Company: OCRC

Category: Classified

redit to Transaction Number

Invoice Text: REVISED PAYMENT RECEIPT - CANCELLED 2/22/16

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:



Board of Directors Agenda Report

MEETING DATE: APRIL 28, 2016 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: April 22, 2016

FROM: Gerardo Mouet, Board Chair

PRESENTATION BY: Gerardo Mouet, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To assure compliance with the Bagley-Keeene 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 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)
- x. Ticketing Policy Review Task Force (Director Tkaczyk, Director Bagneris)



Board of Directors Agenda Report

MEETING DATE: APRIL 28, 2016 **ITEM NUMBER:** 9B

SUBJECT: Initiative to Require Voter Approval on Certain Development Projects (City of Costa Mesa)

DATE: April 22, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

At the March 2016 Board Meeting, Director Berardino directed staff to agendaize for discussion an initiative that was recently on the City of Costa Mesa City Council Meeting agenda. This initiative is referred to as "An Initiative to Require Voter Approval on Certain Development Projects."

BACKGROUND

Source of Background Information

City of Costa Mesa staff report dated April 5, 2016, Item Number OB-2

On June 29, 2015 the City of Costa Mesa, City Clerk, received a voter initiative petition by its proponents (Proponents) "To Require Voter Approval On Certain Development Projects" (Attachment 1). As required by the California Elections Code, the City Attorney's Office provided a title and summary (Attachment 2).

The Proponents of the initiative published the Notice of Intent to Circulate and were legally permitted to circulate the petition on June 17, 2015 to January 6, 2016. The petition required 4,995 valid signatures to qualify for the 2016 General Election ballot.

On January 4, 2016, the Proponents of the initiative petition filed the signed petitions. The City Clerk conducted a prima facie review and determined there was a sufficient number of signatures to proceed: 6908 total tally. On January 5, 2016, the petition was delivered to the County of Orange Registrar of Voters Office for signature verification. The Orange County Registrar of Voters examined the records of voter registration for the City of Costa Mesa and determined that the initiative petition had been signed by no less than 10 percent of City of Costa Mesa registered voters. Therefore the initiative petition was sufficient to be certified to the City Council.

On March 15, 2016 City Council accepted the Certification and ordered a report pursuant to Elections Code section 9212. Elections Code section 9212 ["Referral of proposed initiative measure to city agency for report"] provides that the City Council may refer the proposed initiative measure to any city agency or agencies for a report on any matter the City Council requests to be in the report. City staff has retained the services of Keyser Marston Associates, Inc. to prepare the Elections Code section 9212 report.

Enclosed – Attachment 1 and Attachment 2

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

“An Initiative to give the People of Costa Mesa control of their future.”

To the City Council of the City of Costa Mesa:

We, the undersigned, registered and qualified voters of the State of California, residents of the City of Costa Mesa, pursuant to Section 3 of Ordinance XI of the California Constitution and Chapter 2 (commencing with Section 34450) of Part 1 of Division 2 of Title 4 of the Government Code, present to the City Council of the City of Costa Mesa this petition and request that the following proposed ordinance be submitted to the registered and qualified voters of the City of Costa Mesa for their adoption or rejection at an election on a date to be determined by the Costa Mesa City Council. We further request the Costa Mesa City Council place this amendment on the ballot pursuant to the California State Election Code 9200-9226.

The proposed amendment reads as follows:

The people of the Costa Mesa find that:

- (a) Environmental quality in Costa Mesa, which directly affects the quality of life of its residents, workers and visitors, is significantly and adversely impacted by excessive development, which causes severe traffic congestion and gridlock, degradation of Costa Mesa's infrastructure, as well as air, noise and water pollution;
- (b) Costa Mesa's traffic circulation system is already oversaturated. Several intersections are operating at or near failure during peak traffic hours and are inadequate to support existing development;
- (c) Furthermore, these existing traffic and traffic circulation system conditions result in adverse effects on public safety, public health and our quality of life;
- (d) Increased population density and overall population have stressed Costa Mesa's parks and other public facilities and services resulting in adverse effects on public well-being;
- (e) The City of Costa Mesa's existing land use and development review and approval procedures do not carefully or accurately consider, nor adequately weigh, the adverse impacts to the local environment and quality of life caused by increased density and congestion resulting from major changes in allowable land use;
- (f) The standards by which the City of Costa Mesa evaluates major changes in allowable land use are ill-defined and inadequate to avoid or effectively mitigate the adverse effects of those changes; and

- (g) The People of Costa Mesa, whose quality of life and property rights are at stake, should have the power to decide whether a proposed Major Change in Allowable Land Use, as defined below, is worth the added congestion and density it will cause, after careful, independent evaluation by the City of Costa Mesa of the adverse environmental effects of Major Changes in Allowable Land Use, based on clear and consistently applied standards.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF COSTA MESA DO ORDAIN AS FOLLOWS:

Sec. ____1. Code Amendment.

This ordinance amends the Costa Mesa Municipal Code as follows and supersedes any provisions that are inconsistent with this ordinance and shall be known as "Ordinance to give the people of Costa Mesa control of their future".

Sec. ____2. Purpose.

It is the purpose of this ordinance to:

- (a) Give the voters of Costa Mesa the power to determine whether Costa Mesa should allow Major Changes in Allowable Land Use, as defined below, by requiring voter approval of any such proposed change and thereby ensuring maximum public participation in major land use and zoning changes proposed in Costa Mesa;
- (b) Ensure that the voters of Costa Mesa receive all necessary and accurate environmental information on proposals for Major Changes in Allowable Land Use, so that they shall intelligently vote on any such proposal;
- (c) Ensure that Costa Mesa officials provide timely, accurate and unbiased environmental review of all proposals for Major Changes in Allowable Land Use, so that they may minimize or mitigate their adverse traffic and land use impacts and maximize neighborhood compatibility before the voters decide on any such change;
- (d) Ensure that all elements of the land use change approved by the voters are implemented; and
- (e) Protect the public health, safety and welfare, and the quality of life, for all persons living or working or visiting in Costa Mesa.

Sec. ____3. Definitions.

The definitions set forth in this section apply to the provisions of this ordinance only and do not

affect any other provision of law.

- (a) **"As-Built Condition"** means the dwelling units, office and other nonresidential units, buildings and baseline traffic conditions existing at the time Costa Mesa issues the notice of preparation of an environmental impact report for the Major Change in Allowable Land Use, or, where no such notice is issued, on the date the application for the Major Change in Allowable Land Use is deemed complete. Illegal dwellings and other conditions that exist in violation of Costa Mesa's zoning ordinance and are subject to Costa Mesa's power of abatement, shall not be accounted for in the As-Built Condition for the purpose of determining a "Significant Increase," as defined in subdivision (h) below.
- (b) **"Average Daily Trips"** means the number of vehicle trips that a Major Change in Allowable Land Use would generate on a daily basis. Trips generated shall be calculated by using the most recent version of the Trip Generation Manual of the Institute of Transportation Engineers ("ITE") in effect on the date the City of Costa Mesa issues the notice of preparation of an environmental impact report for a Major Change in Allowable Land Use or, where no such notice is issued, on the date the application for the Major Change in Allowable Land Use is deemed complete. Further, a Daily Trip is a motor vehicle either leaving or arriving at said property during a given day. Also, for purposes of counting trips, any vehicle with a Gross Vehicle Weight Rating (GVWR) greater than 6,000 (six thousand) pounds, shall be counted as generating two (2) trips for every trip attributed to this sized vehicle.
- (c) **"General Plan"** means the General Plan of the City of Costa Mesa in effect as of the effective date of this ordinance, or as may be amended pursuant to this ordinance.
- (d) **"Intersection Capacity Utilization" or "ICU"** means a quantitative measure of traffic flow of an intersection that includes critical turning movement volume/capacity (v/c) ratios. ICU is related to Level of Service (below) and augments the determination of LOS. An ICU of "1.00" is indicative of an intersection that is at maximum capacity.
- (e) **"Level of Service" or "LOS"** means a scale that measures the amount of traffic that a roadway or intersection can accommodate, based on the ICU of the intersection and such factors as maneuverability, driver dissatisfaction, and delay.
- (f) **"Major Change in Allowable Land Use"** means any proposed amendment, change, or replacement of the General Plan, or of Costa Mesa's zoning ordinance (as defined and contained in Title 13, of the Costa Mesa Municipal Code) or any Specific Plan or Overlay Plan or adoption of a new Specific Plan or Overlay Plan meeting any one or more of the following conditions:

- (1) The proposed change in allowable land use would significantly increase traffic, density or intensity of use above the As-Built condition, as defined in (k), in the neighborhood where the major change is proposed.
- (2) The proposed change in allowable land use would change a public use to a private use. A Major Change in Allowable Land Use in this category shall include a change of use on:
 - (i) land designated for a public use or a public right-of-way; provided, however, that the abandonment of a public right of way that is no longer needed, in conformity to the procedural requirements of the Government Code of the State of California, Section 65402 and the Municipal Code of the City of Costa Mesa, shall not be subject to voter approval.
 - (3) land designated as utility right-of-way;
 - (4) land donated, bequeathed or otherwise granted to Costa Mesa;
 - (5) land used or designated for Costa Mesa school property; or
 - (6) land owned, controlled or managed by Costa Mesa;
- (g) **“Minor Change in Allowable Land Use”** means any change in land use that does not meet or exceed the changes as defined in Major Change in Allowable Land Use, as defined in (f).
- (h) **“Municipal Code”** or **“Costa Mesa Municipal Code”** means the Municipal Code of the City of Costa Mesa.
- (i) **“Overlay Plan”** or **“Overlay Zone”** mean the same and refer to any zoning code plan covering a currently zoned area of the city that allows a land owner to change from that zone to another to further develop that owner’s property. Said Overlay Zone would include certain restrictions or incentives to increase the likelihood of a property owner’s desire to develop their property affected by the Overlay Zone.
- (j) **“Proponent”** means any individual, firm, association, syndicate, partnership, limited liability company, limited liability partnership, corporation, trust or any other legal entity applying to Costa Mesa for a change in allowable land use. If Costa Mesa itself initiates the change, it shall be deemed the Proponent for the purposes of this ordinance.

- (k) **“Significantly Increase” or “Significant Increase”** means any one or more of the following increases over or changes compared to the As-Built Condition:
- (1) The traffic generated by the proposal:
 - (i) would generate more than 200 additional Average Daily Trip ends; or
 - (ii) would increase the V/C ratio of the intersection operating condition in one of the following ways:
 - a. would increase the V/C ratio to equal to or greater than 0.040 such that after implementation of the major change the LOS would be C or worse;
 - b. would increase the V/C ratio increase to equal to or greater than 0.020 such that after implementation of the major change the LOS would be D or worse; or
 - c. would increase the V/C ratio to equal to or greater than 0.010 such that after implementation of the major change the LOS would be E or F or ICU of 0.9 or higher; or
 - (iii) any increase in ICU at any Costa Mesa intersection from less than 0.9 to 0.9 or higher; or any change in LOS at any intersection or on any corridor from better than “D” to “D” or worse.
 - (2) For purposes of determining traffic increases attributable to a Major Change in Allowable Land Use, baseline and projected ICU and LOS conditions shall be determined considering weekday peak hour conditions at such time of the year when local public schools are in session.
 - (3) The density increase generated by the proposal produces more than forty (40) additional residential dwelling units than As-Built conditions.
 - (4) The intensity of use generated by the project produces more than ten thousand (10,000) additional square feet of retail, office or other nonresidential floor area than As-Built conditions.
 - (5) The voters declare that dividing a Major Change in Allowable Land Use, that would otherwise require their approval, into partial changes that would not by themselves require their approval obviates their intent to have control over major changes in allowable land use and is contrary to the purposes of this ordinance. For the purposes of this ordinance, a “significant increase” occurs if the combination of a proposed minor change in allowable land use with one or more other minor or major changes in allowable land use within a half mile which were approved within eight (8) years preceding issuance of the notice of

preparation of an environmental impact report or other environmental review document for the proposed minor change, or, where no such notice is issued, within eight (8) years preceding commencement of the City's environmental analysis for the proposed minor change, meets any increase or change threshold for traffic, density or intensity of use defined in this ordinance.

- (l) "Specific Plan" means any existing Specific Plan in effect as of January 1, 2015 or any Specific Plans as may be amended pursuant to this ordinance or any new Specific Plans which shall be approved by both the Costa Mesa City Council as well as the voters of Costa Mesa pursuant to this ordinance.

Sec. ____ 4. Effective date; Applicability.

- (a) This ordinance shall be binding and effective as of the earliest date allowed by law (the "Effective Date"). At its first public meeting following completion of the canvass of votes, the Costa Mesa City Council shall pass the resolution required by Elections Code Section 9266. The following day, the elections official of Costa Mesa shall cause a copy of the complete text of the adopted measure to be filed with the Secretary of State pursuant to Government Code Sections 34459 and 34460.
- (b) Pursuant to Elections Code Section 9205, all Major Changes in Allowable Land Use approved by the Costa Mesa City Council on or after the date of publication of the notice of intention to circulate the initiative petition adding this ordinance to the City Municipal Code, shall be subject to the provisions of this ordinance.

Sec. ____ 5. Vote of the Costa Mesa Electorate on a Major Change in an Allowable Land Use.

- (a) Each Major Change in Allowable Land Use shall be put to a vote of the Costa Mesa electorate; provided, however, that no such change shall be submitted to the Costa Mesa electorate unless the Costa Mesa City Council has first approved the change pursuant to all state and local laws applicable to approval of land use changes by the legislative body. A Major Change in Allowable Land Use shall become effective only after approval by the Costa Mesa City Council and a majority of the Costa Mesa Electorate voting "YES" on a ballot measure proposing such change at either a regular or special municipal election. An advisory election does not satisfy the voter approval requirement.
- (b) The sample ballot materials mailed to the registered voters of Costa Mesa prior to an election shall describe any Major Change in Allowable Land Use in a manner that clearly discloses both the scope and main features of the proposal (including any and all phases) that the Major Change in Allowable Land Use consists of or depends on, and the location and the acreage of the project site. The description shall include the

text of any proposed amendment to the General Plan, to Costa Mesa's zoning ordinance or of any proposed adoption or repeal of, or amendment to, a Specific Plan. The description shall clearly compare the proposal and its traffic impacts both to the As-Built Condition and to existing applicable land use designations and zoning classifications, providing accurate comparative data concerning existing as well as proposed densities (in units per acre) and intensities of use (in square footage, types of use and traffic impacts). If a site-specific development is proposed in connection with a Major Change in Allowable Land Use, and existing densities or intensities of use in such site-specific development are less than the densities or intensities the Major Change in Allowable Land use proposes, the text of the ballot shall clearly disclose the maximum total residential, commercial, industrial or other nonresidential build-out potential, and traffic impacts under build-out, compared to the As-Built Condition. Easily readable maps shall be used to assist the voters in the proposal description. All of the information called for by this subdivision shall be posted on Costa Mesa's website no later than ten (10) days prior to the Costa Mesa City Council's action on a Major Change in Allowable Land Use, and such information shall be updated no later than two business days following the Costa Mesa City Council's action.

- (c) For all Major Changes in Allowable Land Use approved by the Costa Mesa City Council on or after the effective date of this ordinance, the resulting election required by this ordinance shall be set for the first regular municipal election following City Council approval of the Major Change in Allowable Land Use; or, by mutual agreement with the Proponent, the Costa Mesa City Council may call a special municipal election, with the cost of the special election borne solely by the Proponent.
- (d) The popular vote required by this ordinance shall be in addition to all other applicable review and approval requirements for such Major Change in Allowable Land Use, including environmental review in compliance with the California Environmental Quality Act ("CEQA").
- (e) All subsequent City permits and approvals necessary to implement all or part of a Major Change in Allowable Land Use shall conform to the voter-approved change. Under no circumstances shall any subsequent permit or approval authorize, allow or otherwise accommodate higher densities, intensities of use, or trip generation than the densities, intensities and trip generation approved by the Costa Mesa City Council and the voters.
- (f) No certificate of occupancy for any structure built as part of a proposal that depends on a Major Change in Allowable Land Use shall be issued until:
 - (1) All mitigations of traffic impacts, including control signals, increases in right-of-way capacity via widening roads, or other right-of-way or intersection improvements, as may be required by the Costa Mesa City Council, have been

developed and implemented, and the City Engineer has certified completion and operation of all traffic impact mitigations in full compliance with the Costa Mesa City Council's approval action; or

- (2) Costa Mesa has received payment of the then current trip fees and a fully enforceable agreement between Costa Mesa and the Proponent specifying any other considerations to implement the appropriate mitigation measures.
- (g) Except as provided in Section 6, Paragraph (b) below, any permits or approvals issued without voter approval, where such voter approval is required under this ordinance, shall be null and void.

Sec. ____ 6. Application for Major Change in Allowable Land Use; City Review.

- (a) To carry out the purposes of this ordinance, any application for a Major Change in Allowable Land Use shall contain accurate and up-to-date factual data and information, and the subsequent written City review shall include the following (in addition to all other disclosures required under CEQA and Title 13 of the Costa Mesa Municipal Code):
 - (1) The information required by Section ____ 5, subdivision (b), above;
 - (2) A site plan or diagram, drawn to scale for any site specific amendment;
 - (3) A complete, objective discussion of the potential inconsistencies between the proposal that consists of, or depends on, the Major Change in Allowable Land Use, and:
 - (i) surrounding uses in the neighborhood;
 - (ii) the General Plan;
 - (iii) the City's zoning and subdivision ordinances; and
 - (iv) any applicable Specific Plan or Overlay Plan.
 - (4) To the extent the proposal differs from existing uses, a full description of the mitigations necessary or recommended for adoption to minimize neighborhood impacts and incompatibility shall be provided.
- (b) A complete, objective analysis of the traffic circulation and traffic safety impacts of the proposal that consists of, or depends on, the Major Change in Allowable Land Use. The traffic analysis shall be prepared directly by, or under direct contract to, the City,

and shall make accurate determinations for the purposes of Section___3, subdivision (b)(1), above. ICU and LOS impact analysis shall be provided for all corridors and intersections subject to any significant impacts due to the Major Change in Allowable Land Use. LOS analyses shall use current best practices described in the current Highway Capacity Manual published by the Transportation Research Board, a division of the National Research Council. The traffic analysis shall adequately disclose the direct, the indirect or secondary, and the cumulative impacts of the proposal accounting for all relevant factors, such as proportion of heavy weight vehicular traffic, bus stops, intersection and corridor oversaturation (downstream traffic queuing impacts), pedestrian traffic, side street and driveway entrances and exits, ingress stacking and overflowing, and turn lane queuing and overflow. The traffic analysis also shall identify the mitigations necessary or recommended to reduce the traffic impacts to an ICU below 0.90 or LOS D or better for the corridors and intersections subject to this analysis. The location, nature and adverse construction-phase impacts of the traffic impact mitigations shall be clearly described.

- (c) To reduce delay for Proponents, the City's decision-making bodies may review and conditionally approve discretionary permit applications required for a proposal prior to the Costa Mesa electorate's vote on a Major Change in Allowable Land Use on which such proposal depends; provided, however, that no conditional permit approval will become effective unless the related Major Change in Allowable Land Use is passed by the voters and has itself become effective. If the related Major Change in Allowable Land Use is rejected by the voters, such change and all conditional permits shall have no force and effect.

Sec. ___7. Exceptions.

- (a) This ordinance shall not apply to any Major Change in Allowable Land Use that is limited to allowing the development of a public school or a hospital.
- (b) This ordinance shall not preclude completion of a site-specific development that depends on a Major Change in Allowable Land Use approved before the effective date of this ordinance, if before such date, the holder of any permit or other entitlement for use for such development has lawfully and in-good faith acquired a vested right, under state law, to carry out the development to completion.
- (c) The provisions of this ordinance shall not apply to the extent that they would violate state or federal laws.
- (d) This ordinance shall not be applied in a manner that would result in an unconstitutional taking of private property.

- (e) This ordinance shall not apply to affordable housing proposals required by state or federal law.
- (f) This ordinance shall not apply to any Major Change in Allowable Land Use of property with legal non-conforming residential units that were occupied on the date of publication, pursuant to Elections Code Section 9205, of the notice of intention to circulate the initiative petition adding this ordinance to the Municipal Code, so long as the proposed change in allowable land use meets all the following conditions:
 - (1) the existing residential units are rendered conforming under the proposed change;
 - (2) the proposed change does not allow an increase in the number of residential units on the property;
 - (3) the proposed change does not create a Significant Increase in traffic or intensity of use; and
 - (4) the proposed change does not create a reduction in open space or in any set back.

Sec. ____ 8. Relationship to Municipal Code.

If any provision of this ordinance conflicts with other provisions contained in the Costa Mesa Municipal Code, the provisions of this ordinance shall supersede any other conflicting provision.

Sec. ____ 9. Amendments.

No provision of this ordinance may be amended or repealed except by a vote of the people of Costa Mesa.

Sec. ____ 10. Judicial Enforcement.

Any aggrieved person shall have the right to bring an action to enjoin any violation of this ordinance or to enforce the duties imposed on Costa Mesa by this ordinance.

Sec. ____ 11. Construction.

This ordinance shall be liberally construed to accomplish its purposes. Nothing herein shall be construed to make illegal any lawful use being made of any land in accordance with City land use and zoning regulations in force before the effective date of this ordinance.

Sec. ____ 12. Consistency with Other Ballot Measures.

If another ballot measure is placed on the same ballot as this measure and deals with the same subject matter, and if both measures pass, the voters intend that both measures shall be put into

effect, except to the extent that specific provisions of the measures are in direct conflict. In the event of a direct conflict, the measure which obtained more votes will control as to the directly conflicting provisions only. The voters expressly declare this to be their intent, regardless of any contrary language in any other ballot measure.

Sec. ____ 13. Severability.

If any section, subdivision, clause, sentence, phrase or portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining sections, subdivisions, clauses, sentences, phrases and portions shall remain valid and enforceable. The voters declare that they would have passed all sections, subdivisions, clauses, sentences, phrases and portions of this ordinance without the section, subdivision, clause, sentence, phrase or portion declared invalid by a court of competent jurisdiction.

RECEIVED
CITY CLERK
15 JUN 29 PM 2:02
CITY OF COSTA MESA
BY

ATTACHMENT 2

AN INITIATIVE TO REQUIRE VOTER APPROVAL ON CERTAIN DEVELOPMENT PROJECTS

The initiative would amend the City of Costa Mesa Municipal Code to require voter approval on certain development projects that meet the following criteria:

1. The proposed project would require adoption, amendment, change or replacement of the Costa Mesa General Plan ("General Plan"), municipal code, specific plan, or overlay plan; AND
2. The proposed project meets a minimum of one of the following:
 - A. Would involve any one of the following changes:
 - i. Generate more than 200 additional Average Daily Trips,
 - ii. Increase the volume/capacity of an intersection based on a specified formula,
 - iii. Change the Intersection Capacity Utilization or level of service based on a specified formula,
 - iv. Add 40 or more dwelling units,
 - v. Add 10,000 square feet of retail, office or other nonresidential, or
 - vi. The proposed project, combined with other projects, within 8 years and a half-mile of each other, meets this criteria;
 - B. Changes a public use to a private use under specified circumstances;
 - C. Involves land designated as utility right-of-way under specified circumstances;
 - D. Involves land donated, bequeathed or otherwise granted to Costa Mesa;
 - E. Involves land used or designated for Costa Mesa school property; or
 - F. Involves land owned, controlled or managed by Costa Mesa.

According to the initiative, an application submitted by a proponent of a development project that is subject to voter approval must provide a site plan with the location, size and main features of the project; the text proposed for the General Plan, municipal code, specific plan or overlay plan; comparisons of traffic, density and intensity; potential inconsistencies between the development project and the surrounding uses in the neighborhood, General Plan, municipal code, and applicable specific plan or overlay plan; and traffic circulation and traffic safety impacts.

Any development project subject to the initiative and adopted by the City Council would not take effect until approved by a majority of the Costa Mesa electorate at the first regular municipal election. However, the development project may be submitted to voters at a special municipal election if, by mutual agreement with the City Council, the proponent agrees to pay the cost of the special municipal election. The initiative requires specific information within the sample ballot including the information provided in the application. The initiative would allow the City to conditionally approve discretionary permits related to the development project prior to receiving voter approval.

Voter approval would not be required on development projects for a public school or hospital; projects approved before the initiative's effective date; affordable housing projects; occupied legal non-conforming residential units under certain circumstances; where voter approval would result in an unconstitutional taking of private property; or where voter approval violates state or federal law. The initiative would supersede any inconsistent provisions of the Costa Mesa Municipal Code and apply to all development projects initiated on or after the date of publication of the Notice of Intent to Circulate Petition.



Board of Directors Agenda Report

MEETING DATE: APRIL 28, 2016 ITEM NUMBER: 9C

SUBJECT: Megan's Law Policy

DATE: April 22, 2016

FROM: Michele Richards, VP of Business Development

PRESENTATION BY: Michele Richards, VP of Business Development

RECOMMENDATION

Approve the recommended revision to the Megan's Law policy.

BACKGROUND

At the June 23, 2006 meeting, the Board of Directors adopted a policy requiring that:

"All persons seeking employment with, employed by, conducting business with, or volunteering at OCFEC during the annual Orange County Fair will be required to provide OCFEC staff with all necessary personal information sufficient to conduct a search on the California Department of Justice's Megan's Law database. In addition, all business entities conducting business with OCFEC during the annual Orange County Fair will be required to provide OCFEC staff with all necessary personal information of each of that business entity's employees who will be performing job-related duties on OCFEC premises for a Megan's Law database search."

On April 26, 2007, the policy was modified by the Board of Directors requiring Contractors to assume responsibility for screening their employees and volunteers as follows:

"In addition, all entities conducting business with OCFEC during the annual Orange County Fair will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, subcontractors, and/or independent contractors who will be performing job-related duties on OCFEC premises. This screening will include searches for sex offender registration. Entities will certify in writing that they will conduct the required screening, and will indemnify

OCFEC for any negligence, passive or active, arising out of or in any way connected with their obligation pertaining to the required screening.”

As the OC Fair & Event Center’s year-round events program has grown incrementally since the Megan’s Law policy was first adopted, staff would now like to recommend that the following language be added to the existing policy, allowing management to require certain year-round promoters to abide by the policy:

*“In addition, all entities conducting business with OCFEC during the annual OC Fair, **Imaginology, other future OCFEC self-produced events, or at the discretion of management select year-round events that attract attendance primarily by children and families will be required** to conduct screening of each of that entity’s employees, agents, servants, volunteers, subcontractors, and/or independent contractors who will be performing job-related duties on OCFEC premises.”*



Board of Directors Agenda Report

MEETING DATE: APRIL 28, 2016 ITEM NUMBER: 9D

SUBJECT: 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

DATE: April 22, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Approve the following delegation of authority: The 32nd District Agricultural Association Board of Directors delegates contractual authority to the CEO, Kathy Kramer, up to \$50,000 for general contracts and \$300,000 for talent guarantees. Michele Richards, Vice President Business Development, Ken Karns, Vice President Operations, and Ronald Wallace, Vice President Finance and Administration may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services.

BACKGROUND

The 32nd 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.