

#### The mission of OCFEC is...

## CELEBRATION OF ORANGE COUNTY'S COMMUNITIES, INTERESTS, AGRICULTURE AND HERITAGE

(with results justifying resources expended)

#### **NOTICE OF MEETING**

32<sup>ND</sup> District Agricultural Association OCFEC Board of Directors Thursday, May 26, 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
Stanley Tkaczyk, Member
Douglas La Belle, Member
Newton Pham, Member

Barbara Bagneris, Member
Sandra Cervantes, Member
Robert Ruiz, Member

<u>Secretary-Treasurer</u>
Kathy Kramer CFE, CMP
Chief Executive Officer. OCFEC

32<sup>nd</sup> DAA Counsel
Deborah Fletcher
Office of the California Attorney General

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

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

#### **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 April 28, 2016

Action Item

#### 8. CONSENT CALENDAR: (Policy 4.3.4)

All matters listed under Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.

- A. Standard Agreements: SA-070-16AS; SA-089-16GE; SA-092-16GE; SA-093-16GE; SA-094-16GE; SA-095-16GE; SA-102-16GE; SA-128-16FT; SA-129-16YR; SA-130-16FT; SP-06-16FT
- B. Amendments: none
- C. Interagency Agreements: none

- D. Letters of Understanding: none
- E. Rental Agreements: 16 IO-FE 66; R-025-16; R-033-16; R-035-16; R-049-16; R-060-16; R-084-16; R-093-16; R-107-16; R-109-16; R-110-16; R-112-16; R-115-16; R-129-16; R-120-16
- F. Active Joint Powers Authority Agreements:
- G. Judging Agreements: LS-001-16; LS-002-16; LS-003-16; LS-004-16; LS-005-16; LS-006-16; LS-007-16; LS-008-16; LS-010-16; LS-011-16; LS-012-16; LS-013-16; LS-014-16; LS-015-16; LS-016-16; LS-017-16; LS-018-16; LS-019-16; LS-020-16; LS-022-16; LS-023-16; LS-026-16; LS-026-16; LS-027-16; LS-028-16; LS-029-16; LS-030-16; LS-031-16; LS-032-16
- H. Supplier Rental Agreements: 16662; 16663; 16664; 16665; 16666
- I. Commercial Rental Agreements: 16601; 16602; 16603; 16604; 16605; 16606; 16607; 16608; 16609; 16610; 16611; 16612; 16613
- J. Correspondence

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

i. none.

-End of Consent Calendar-

#### 9. GOVERNANCE PROCESS

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

Information Item

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

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

### B. Update on the City of Costa Mesa "Initiative to Require Voter Approval on Certain Development Projects"

Information Item

#### C. Board of Directors All Access Policy

Action Item

D. Approval to Release Master Plan RFP

Action Item

E. Discussion on Third Party Events

Information Item

F. Discussion on Providing Concert Tickets and Business Development Dinners to Foundations and Volunteers during Fair Time

Information Item

G. Discussion on Political Campaigning during Fair Time

Action Item

H. Proposal to Establish an OCFEC Scholarship Program Honoring Employees

that have Passed Away While in Service

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).]
  - 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: JUNE 23, 2016
- 13. ADJOURNMENT

Respectfully submitted,

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

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Date of notice: 5:00 p.m. May 16, 2016



The following financial reports as of April 30, 2016 are enclosed for your reference.

#### **Balance Sheet**

Cash and Cash Equivalents had a balance of \$33,883,205 as of April 30, 2016. This reflects an increase of \$305K since January 1, 2016 due to increased revenue from events and the payment of the note receivable.

#### Income Statement

Total year-to-date revenues of \$3,185,347 are favorable to budget by \$537,295 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$253K.

The April 2016 year-to-date expenses exceed revenues by \$3,209,521, which is favorable to the budgeted net proceeds of (\$4,714,772) by \$1,505,251.

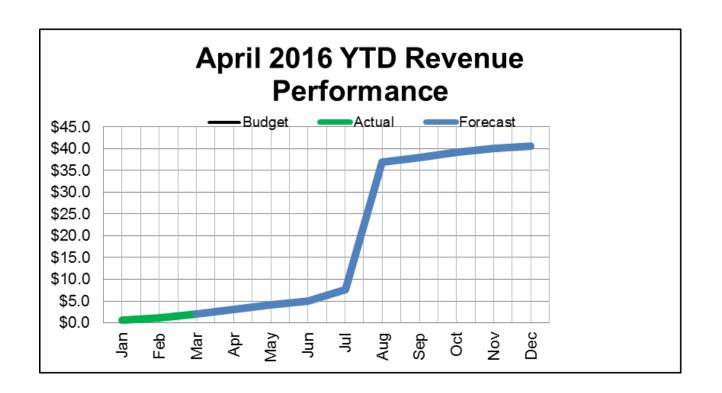
Total year-to-date expenses of \$6,394,868 are favorable to budget by \$967,956. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2016 OC Fair. Payroll and Related expense is favorable to budget by \$319K due primarily to unfilled positions. Professional Services expense is favorable to budget by \$65K 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.

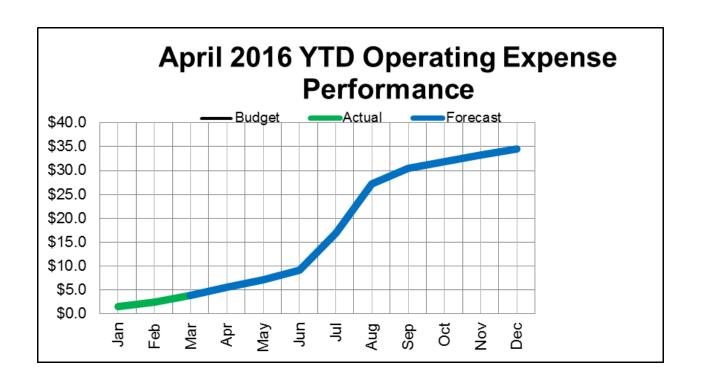
#### Statement of Cash Flows

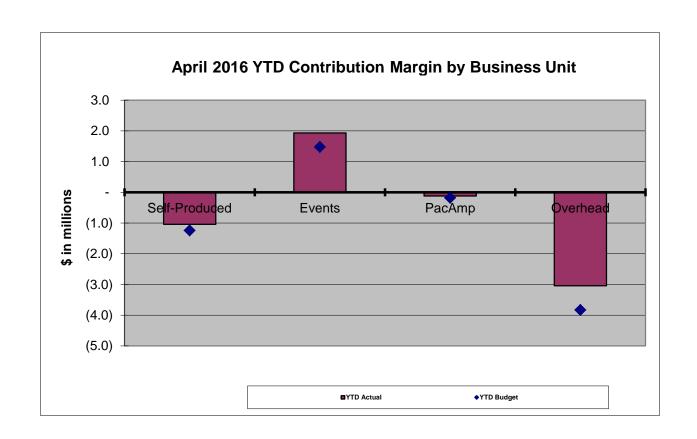
As of April 30, 2016, OCFEC's cash on hand is \$33,883,205, an increase of \$305,685 during 2016. Operating activities have resulted in a net cash inflow of \$2,317,978 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$2,012,093 to date.

# 32<sup>nd</sup> DAA OC Fair & Event Center Year to Date Business Unit Financial Results

As of April 30, 2016



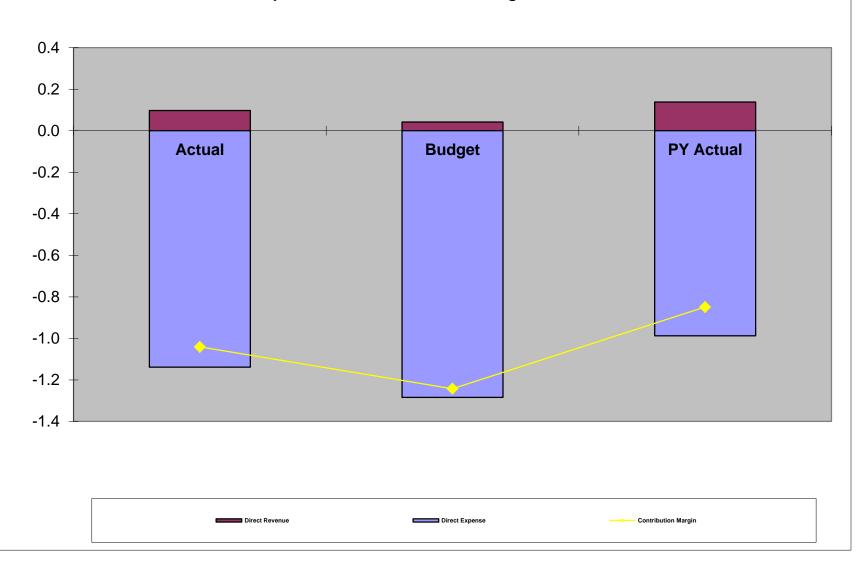




# OC Fair & Event Center Cash Flow Summary by Business Unit Year to Date as of April, 2016

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Contribution Margins:	7101001			<u> </u>
Self-Produced Events Business Unit	(1.0)	(1.2)	(8.0)	10.6
Events Business Unit	1.9	1.5	1.5	4.7
Pacific Amphitheatre Business Unit	(0.1)	(0.2)	(0.2)	2.6
Total Business Unit Contribution Margin	0.8	0.1	0.4	17.9
Net Overhead Expense (Cash)	(3.0)	(3.8)	(2.7)	(12.5)
Net Cash Provided (Used) Subtotal	(2.3)	(3.8)	(2.3)	5.4
Major Projects Capital Expenditures Balance Sheet Changes	(0.1) (2.0) 4.6	(0.7)	(0.1) (2.0) 3.6	(0.7)
Net Increase (Decrease) in Cash	0.2	(4.5)	(0.7)	4.7

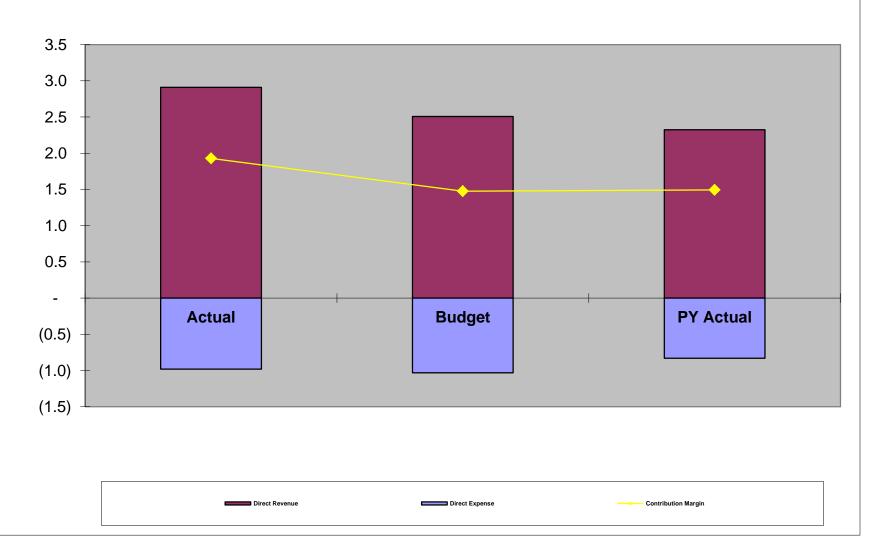
## **Self-Produced Events Business Unit April 2016 YTD Contribution Margin**



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

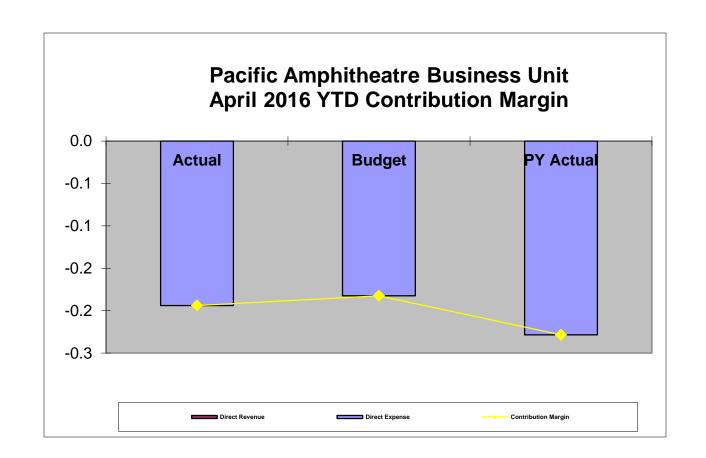
•	2016 Year to Date	2016 Year to Date	2015 Year to Date	2016 Full Year
	Actual	Budget	Actual	Budget
Admissions	\$0.0	\$0.0	\$0.0	\$8.3
Concessions	0.0	0.0	0.0	6.6
Carnival	0.0	0.0	0.0	3.6
Sponsorships	0.0	0.0	0.0	1.7
Commercial Space	0.0	0.0	0.0	1.5
Parking	0.0	0.0	0.0	2.3
Other Revenue	0.1	0.0	0.1	1.0
Total Direct Revenue	0.1	0.0	0.1	24.9
Payroll/Related	0.7	0.8	0.6	5.2
Outside Services	0.3	0.2	0.2	2.2
Marketing/Related	0.1	0.1	0.1	1.6
Supplies/Equipment/Rentals	0.1	0.1	0.1	2.5
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.0	0.0	0.0	1.7
Total Direct Expense	1.1	1.3	1.0	14.4
Contribution to Overhead and CapEx	(\$1.0)	(\$1.2)	(\$0.8)	\$10.6

# **Year-Round Events Business Unit April 2016 YTD Contribution Margin**



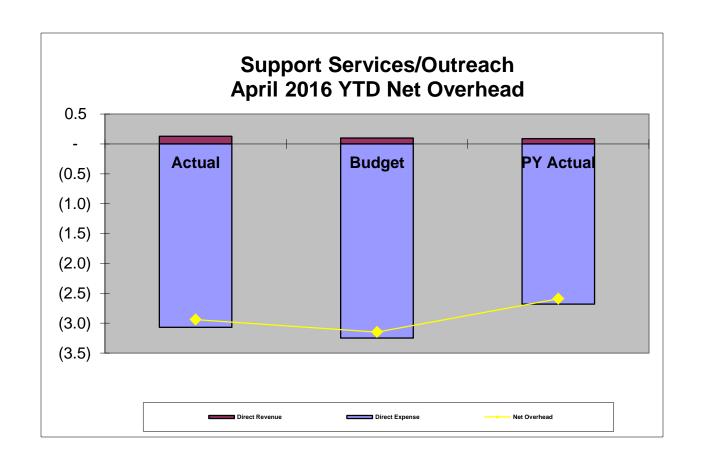
#### Year-Round Events Business Unit Contribution Margin Statement Year to Date as of April, 2016

•	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Rental of Facilities	\$1.1	\$1.0	\$1.0	\$3.3
Personnel Services	0.5	0.4	0.4	1.1
Concessions	0.3	0.3	0.3	0.9
Equipment Rentals	0.2	0.2	0.2	0.5
Admissions/Parking	0.7	0.7	0.5	1.9
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	2.9	2.5	2.3	7.8
Payroll/Related	0.6	0.7	0.6	2.2
Outside Services	0.1	0.1	0.1	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.1
Facility/Related	0.2	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	1.0	1.0	0.8	3.1
Contribution to Overhead and CapEx	\$1.9	\$1.5	\$1.5	\$4.7



#### Pacific Amphitheatre Business Unit Contribution Margin Statement Year to Date as of April, 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	8.0
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	0.1	0.1	0.1	0.5
Marketing/Related	0.1	0.1	0.1	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.6
Payroll/Related	0.0	0.0	0.0	0.2
Other Expense	0.0	0.0	0.0	0.2
Total Direct Expense	0.2	0.2	0.2	5.1
Contribution to Overhead and CapEx	(\$0.2)	(\$0.2)	(\$0.2)	\$2.5



#### Support Services/Outreach Business Unit Net Overhead Summary Year to Date as of April, 2016

• ′	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.0	\$0.0	\$0.0	\$0.1
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.1
Total Revenue	\$0.1	\$0.1	\$0.1	\$0.3
Payroll/Related	\$2.0	\$2.2	\$1.8	\$7.2
Facility/Related	\$0.4	\$0.5	\$0.3	\$3.1
Supplies/Telephone/Postage	\$0.3	\$0.3	\$0.2	\$0.8
Outside Services	\$0.1	\$0.1	\$0.1	\$0.4
Insurance	\$0.2	\$0.1	\$0.2	\$0.3
Other Expense	\$0.1	\$0.1	\$0.0	\$0.3
Total Expense	\$3.1	\$3.2	\$2.7	\$12.1
Net Overhead	(\$2.9)	(\$3.1)	(\$2.6)	(\$11.8)
Major Projects	\$0.1	\$0.7	\$0.1	\$0.7
Non-Cash Expenses:				
Depreciation Expense	\$0.9	\$0.9	\$0.8	\$2.8
Total Non-Cash Expense	\$0.9	\$0.9	\$0.8	\$2.8

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

## Statement of Financial Condition (Unaudited) As of April 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
Cash & Cash Equivalent	\$ 33,883,205	\$ 28,160,683
Accounts Receivable, Net	1,704,536	1,524,282
Prepaid Expenses	475,471	391,007
Capital Projects in Process	2,270,310	14,201,529
Land	133,553	133,553
Building and Improvements, Net	45,725,180	32,230,607
Equipment, Net	 349,498	 396,519
TOTAL ASSETS	\$ 84,541,753	\$ 77,038,180
LIABILITIES AND NET RESOURCES		
Liabilities		
Accounts Payable	\$ 752,577	\$ 441,042
Deferred Revenue	6,292,709	5,062,482
Payroll Liabilities	343,006	319,509
Deposits	46,166	35,700
Other Liabilities	436,674	-
Compensated Absences Liability	 935,843	 962,269
Total Liabilities	 8,806,975	 6,821,002
Net Resources		
Investment in Capital Assets	48,478,542	46,962,208
Designated Use	859,341	809,341
Available for Operations	26,382,974	22,424,648
Auction Fund	 13,921	 20,981
<b>Total Net Resources</b>	 75,734,778	 70,217,178
TOTAL LIABILITIES AND NET RESOURCES	\$ 84,541,753	\$ 77,038,180

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

April, 2016

April, 2016			2016	Cumulative
Description	2016 Budget	2016 Spent	Budget Remaining	Project Expenditure
				,
Buildings and Improvements	75.000	0	75.000	05.000
AG Memorial Arena: RR Trailer Remodel	75,000 0	0 7,325	75,000 (7,335)	95,860 21,270
ASA: Re-Roof & Structure Repair	210.000	398,353	(7,325) (188,353)	21,379 407,721
Century Barn Replacement	180,000	5,943	174,057	5,943
Gate 2: Drive Lane Asphalt	150,000	0	150,000	0,0.0
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	894,964	305,036	953,520
Heroes Hall	3,120,000	468,157	2,651,843	510,148
Parking: Signage	80,000 0	0 4,755	80,000	0 22,882
Exterior RR Countertop Replacement Bldg 10: Roof	300,000	4,755	(4,755) 300,000	22,002
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	26,873	48,127	26,873
Livestock Judging Arena Project	70,000	1,897	68,103	1,897
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	5,647	59,353	5,647
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/Livestock: 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	1,849,424	5,487,576	2,095,042.33
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	26,620.00
Equipment		( , ,		
Community Relations Cart	0	(7,731)	7,731	0
Carts: Box Office Passenger	0	(8,786)	8,786	0
Portable Generator - Emergency Backup	120,000	(0,700)	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	32,989	57,011	32,989
Maint: Scissor Lift	40,000	38,432	1,568	38,432
Gate Ops: Magnetometers	80,000	66,448	13,552	66,448
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
Cart: Community Relations	0	10,839	(10,839)	10,839
Total Equipment	751,500	150,358	601,142	166,875.14
Total Canital Evnanditures	8,608,500			=
Total Capital Expenditures	8,608,500	1,995,777	6,612,723	2,288,537
Major Projects				
ASA: Painting	180,000	79,732	100,268	79,732
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
	15,000	0	15,000	0
Picnic Tables (25)	00.000		20,000	0
Recycle Cans	20,000	0		
Recycle Cans Steel Foot Bridges	7,000	0	7,000	0
Recycle Cans Steel Foot Bridges Spectra: Kitchen Canopy	7,000 75,000	0 0	7,000 75,000	0 0
Recycle Cans Steel Foot Bridges Spectra: Kitchen Canopy Umbrellas (125)	7,000 75,000 26,000	0 0 0	7,000 75,000 26,000	0 0 0
Recycle Cans Steel Foot Bridges Spectra: Kitchen Canopy	7,000 75,000	0 0	7,000 75,000	0
Recycle Cans Steel Foot Bridges Spectra: Kitchen Canopy Umbrellas (125)	7,000 75,000 26,000	0 0 0	7,000 75,000 26,000	0 0 0

Check No.	Date	Vendor Name	Amount
78947	04/07/16	Association of State CA Supervisors	108.00
78948	04/07/16	American Express	20.00
78949	04/07/16	American Express	3,737.60
78950	04/07/16	AT&T	4,322.30
78951	04/07/16	AT&T	231.62
78952	04/07/16	Calvary Chapel	16,768.32
78953	04/07/16	California Fair Services Authority	1,858.17
78954	04/07/16	CCS Orange County Janitorial, Inc.	2,657.20
78955	04/07/16	Moor+South/Pier Mngmt Co., LP (Tandem)	6,878.50
78956	04/07/16	CR&R Inc.	1,455.00
78957	04/07/16	CR&A Custom, Inc.	600.43
78958	04/07/16	DeltaCare USA	652.51
78959	04/07/16	Department of Human Resources Cal HR	1,020.00
78960	04/07/16	IUOE, Craft/Maint. Division	1,375.00
78961	04/07/16	JamBase, Inc.	1,500.00
78962	04/07/16	Jessica Zimmerman	36.59
78963	04/07/16	Kaiser Permanente	41,690.94
78964	04/07/16	KCAL-FM	1,075.25
78965	04/07/16	Kennah Construction, Inc.	1,000.00
78966	04/07/16	Bianca Kulback	72.00
78967	04/07/16	Lisa Sexton	6,996.75
78968	04/07/16	Marquis Entertainment LLC	62.00
78969	04/07/16	Marie Torres	159.44
78970	04/07/16	Mike's Precision Welding, Inc.	12,650.00
78971	04/07/16	Orange County Health Care Agency	169.00
78972	04/07/16	Orange Mirror and Glass	179.00
78973	04/07/16	CA Public Employees Retirement System	43,778.00
78974	04/07/16	Pinnacle Petroleum, Inc.	642.77
78975	04/07/16	Platinum Resource Group	950.00
78976	04/07/16	Red Wing Hatchery	98.15
78977	04/07/16	Resin Music, LLC	1,000.00
78978	04/07/16	Ruby Lau	198.18
78979	04/07/16	SEIU Local 1000 CA State Employees Asso.	1,869.00
78980	04/07/16	Quijote Corporation dba Sensis	25,190.00
78981	04/07/16	Showbiz, Inc.	27,308.24
78982	04/07/16	The Gas Company	817.66
78983	04/07/16	Tour Design Creative Services	1,060.00
78984	04/07/16	United Site Services Of America	1,938.50
78985	04/07/16	West Coast Emergency Medical Services	1,312.25
78986	04/14/16	Aquatic Service, Inc.	250.00
78987	04/14/16	Boyd & Associates, Inc.	1,105.50
78988	04/14/16	California Technology Agency	642.00
78989	04/14/16	California Fair Services Authority	385.00
78990	04/14/16	Charles High	140.00
78991	04/14/16	CCS Orange County Janitorial, Inc.	4,861.80

Check No.	Date	Vendor Name	Amount
78992	04/14/16	Delta Dental Plan Of California	4,561.62
78993	04/14/16	Fair Media Solutions, LLC	1,747.50
78994	04/14/16	Franchise Tax Board	404.19
78995	04/14/16	KOST-FM	2,805.00
78996	04/14/16	KSWD	2,125.00
78997	04/14/16	Gravity Technologies Inc.	646.00
78998	04/14/16	Orange County Concierge Association	300.00
78999	04/14/16	Pinnacle Landscape Company	4,860.00
79000	04/14/16	PJL Enterprise Group	387.72
79001	04/14/16	Platinum Resource Group	1,000.00
79002	04/14/16	Quantcast Corporation	2,161.45
79003	04/14/16	Sarah Breucop	127.77
79004	04/14/16	Southern California Edison	4,444.43
79005	04/14/16	State Disbursement Unit	331.00
79006	04/14/16	Tel Phil Enterprises, Inc.	587.50
79007	04/14/16	Tour Design Creative Services	470.00
79008	04/14/16	United Rentals (North America), Inc.	887.00
79009	04/14/16	Verizon Wireless	1,875.52
79010	04/21/16	Laura Kemp	30.73
79011	04/21/16	CWF, Inc. dba A1 Event & Party Rental	5,572.14
79012	04/21/16	Alan's Lawnmower & Garden Center, Inc.	1,376.95
79013	04/21/16	AT&T	76.12
79014	04/21/16	AT&T	246.54
79015	04/21/16	Bill Young Productions, Inc.	720.00
79016	04/21/16	California Fairs Financing Authority	8,033.43
79017	04/21/16	California Fair Services Authority	400.00
79018	04/21/16	California Fair Services Authority	18,028.34
79019	04/21/16	CCS Orange County Janitorial, Inc.	3,182.80
79020	04/21/16	Moor+South/Pier Mngmt Co., LP (Tandem)	7,725.00
79021	04/21/16	CR&A Custom, Inc.	1,962.93
79022	04/21/16	CSI Electrical Contractors, Inc.	4,622.00
79023	04/21/16	Department of Forestry & Fire Protection	2,136.52
79024	04/21/16	Dr. Solar's Medicine Show	2,700.00
79025	04/21/16	Fire Sprinkler Inspections, Inc.	950.00
79026	04/21/16	GP Sandy	5,902.50
79027	04/21/16	Hart Bros. Livestock dba Hart Livestock	2,430.00
79028	04/21/16	Imagination Gallery, Inc.	12,700.00
79029	04/21/16	JamBase, Inc.	1,500.00
79030	04/21/16	Jerry Liu & Associates	2,587.50
79031	04/21/16	Joe A. Gonsalves & Son	9,990.00
79032	04/21/16	Jose Flores	67.46
79033	04/21/16	JRH Construction Company, Inc	240,673.00
79034	04/21/16	KBIG FM Radio	5,610.00
79035	04/21/16	KOST-FM	2,805.00
79036	04/21/16	Lisa Sexton	6,996.75

Check No.	Date	Vendor Name	Amount
79037	04/21/16	Marie Torres	45.35
79038	04/21/16	Mesa Water District	11,157.96
79039	04/21/16	Mio Chen	15.44
79040	04/21/16	Noble Iron, Inc.	1,263.75
79041	04/21/16	Orange County Visitors Assoc	2,500.00
79042	04/21/16	Pacific Clippings	59.00
79043	04/21/16	Pacific Coast Shavings, Inc.	1,194.08
79044	04/21/16	Pinnacle Landscape Company	4,657.57
79045	04/21/16	Pinnacle Petroleum, Inc.	552.84
79046	04/21/16	PJL Enterprise Group	1,074.60
79047	04/21/16	Professional Fire Protection Co. Inc.	1,751.43
79048	04/21/16	Protective Technologies International	62,648.00
79049	04/21/16	R & R Distributors	1,764.00
79050	04/21/16	Void	0.00
79051	04/21/16	Red Wing Hatchery	98.15
79052	04/21/16	RFC Flooring, Inc.	4,755.00
79053	04/21/16	Riteway Auto Paint & Bodyworks	4,064.52
79054	04/21/16	Robin Wachner	92.41
79055	04/21/16	Safeguard Health Plans	37.62
79056	04/21/16	SHI International Corp.	20,558.68
79057	04/21/16	Southern California Edison	39,921.12
79058	04/21/16	Spectra	705.79
79059	04/21/16	Spinitar aka Presentation Products	3,368.25
79060	04/21/16	Tour Design Creative Services	940.00
79061	04/21/16	Ungerboeck Systems Inc.	38,052.00
79062	04/21/16	West Coast Emergency Medical Services	870.00
79063	04/21/16	Woodworker West Magazine	250.00
79064	04/22/16	CA Park & Recreation Society	90.00
79065	04/22/16	Hogtown Mascots Inc.	9,122.06
79066	04/28/16	A & H Refrigeration, Inc.	160.00
79067	04/28/16	Alice Leggett	200.00
79068	04/28/16	Ann Phong	200.00
79069	04/28/16	AT&T	4,312.19
79070	04/28/16	Beverly Ann Jacobs	200.00
79071	04/28/16	Boyd & Associates, Inc.	486.00
79072	04/28/16	Carol Mann	300.00
79073	04/28/16	Card Integrators Corporation	2,457.00
79074	04/28/16	CCS Orange County Janitorial, Inc.	3,099.92
79075	04/28/16	CR&R Inc.	5,981.83
79076	04/28/16	CR&A Custom, Inc.	407.82
79077	04/28/16	Tsutsumida Pictures	450.00
79078	04/28/16	Department of Justice	7,820.00
79079	04/28/16	Department of Human Resources Cal HR	1,751.00
79080	04/28/16	Eisel Enterprises, Inc.	788.40
79081	04/28/16	Franchise Tax Board	359.94

Check No.	Date	Vendor Name	Amount
79082	04/28/16	Fred Rose	200.00
79083	04/28/16	Hahn & Bowersock, Inc.	465.47
79084	04/28/16	Hertz Equipment Rental	38,431.80
79085	04/28/16	Home Builders Council	310.00
79086	04/28/16	James E. Vest	200.00
79087	04/28/16	Jeff Alu	200.00
79088	04/28/16	Jessica K. Shy	200.00
79089	04/28/16	Joe A. Gonsalves & Son	5,000.00
79090	04/28/16	Kelly Associates Management Group LLC	2,100.00
79091	04/28/16	Kimm Bonecutter	120.00
79092	04/28/16	Lopez Works, Inc.	25,897.75
79093	04/28/16	Mary Colmar	200.00
79094	04/28/16	Marianne Welsh	200.00
79095	04/28/16	Void	0.00
79096	04/28/16	Orange County Wine Society, Inc.	62.00
79097	04/28/16	The O'Hagan Group, Inc.	17.42
79098	04/28/16	Orange Mirror and Glass	507.60
79099	04/28/16	Pape Material Handling, Inc.	1,507.44
79100	04/28/16	Pinnacle Petroleum, Inc.	609.51
79101	04/28/16	Platinum Resource Group	800.00
79102	04/28/16	Ricoh Americas Corporation	32.15
79103	04/28/16	SanGar Builders, Inc.	3,786.00
79104	04/28/16	Sectran Security, Inc.	100.00
79105	04/28/16	Quijote Corporation dba Sensis	143,432.50
79106	04/28/16	State Disbursement Unit	397.75
79107	04/28/16	Sunset Promotional Services	184.00
79108	04/28/16	TalentWise, Inc.	1,715.00
Total April 20	16 AP Chacks		1,066,830.19

		OC Fair & Event Center	
		<b>Electronic Payments Summary</b>	
		April 2016	
Reference No.	Date	Vendor Name	Amount
E49354582	04/04/16	Pitney Bowes Inc.	50.00
EU3818097161	04/05/16	PayPal	59.95
E20160422	04/25/16	Board Of Equalization	1,253.00
E14551705	04/26/16	CA Public Employees Retirement System	136,806.59
Ec614414a09	04/27/16	US Bank	99,896.66
	<b>ACH Banking</b>	Fees / Credit Card Fees / Payroll Tax Transacti	ons
American Expres	s Credit Card	Fees	404.50
Authorize.Net Fe	es		62.80
Banking Analysis	Fee		732.89
<b>Gateway Service</b>	s Fees		10.00
Global Pay Fees			129.13
Merchant Service Bankcard Fees			7,862.11
Paymentech Ticketmaster Fees			8,084.68
Payroll Taxes	Payroll Taxes		
<b>Total April 2016</b>	Electronic Pa	yments	396,230.82



**Media Contact:** Communications Dept.

OC Fair & Event Center

(714) 708-1543

## Costa Mesa Speedway Events, Fight Club OC and OC Night Market Highlight June 2016 OC Fair & Event Center Calendar

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

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

#### May 31 - OC Fair Competitive Entries Help Days

June 1 Need help submitting your entry for the OC Fair? Attend one of these special Help

Days and the OC Fair Entries Department staff will be on-hand to walk you through

the online entry program.

**Hours:** Tuesday & Wednesday 11 a.m. – 6 p.m.

Admission & Parking: Free Information: ocfair.com

#### 3 Fight Club OC - RFA Special Event

Fight Club OC partners with Resurrection Fighting Alliance (RFA) for a one-night

special event featuring mixed martial arts bouts. **Hours:** Friday 5:30- 9 p.m. (Doors open 5 p.m.)

Admission: \$45 -\$100 Information: rfafighting.com

#### 4 Relay For Life 🊖

Organized, overnight community fundraising walk benefiting the American Cancer

Society. Also features food, games and activities for the whole family.

Hours: Saturday 10 a.m.

Admission: Free

Information: relayforlife.org

#### 4 48th Annual Costa Mesa Speedway – Harley Night #1

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. June 4 features Harley Night #1.

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 & younger are free)

Information: CostaMesaSpeedway.net, cmspeedway [at] sbcglobal [dot] net,

(949) 492-9933

#### 4-5 Crossroads of the West Gun Show

Two-day gun and Western American show.

Hours: Saturday 9a.m. -5 p.m., Sunday 9 a.m.-4 p.m. Admission: \$16 (Children 12 & younger are free)

Information: crossroadsgunshows.com, (801) 544-9125,

gunshows [at] crossroadsgunshows [dot] com

#### 9 Fight Club OC

Orange County's only professional boxing and professional mixed martial arts show on one night and in one venue.

**Hours:** Thursday 7-10 p.m., Happy Hour specials 5:30-6:30 p.m.

Admission: General \$60 (Children 5 & younger are free)

Information: fightcluboc.com, fightpromotions [at] gmail [dot] com, (949) 760-3131

#### 11-12 Pin Cancer Western Nationals - Wrestle For a Cure 🎓

Live wrestling competitions to raise funds for cancer research.

Hours: Saturday-Sunday 8 a.m.-6 p.m.

**Admission:** \$5 (Children 12 & younger are free)

**Information:** pincancer.org, info [at] pincancer [dot] org, 888-609-3166

#### 11 48th Annual Costa Mesa Speedway – 450x Night 🎓

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. June 11 features 450x races.

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 & younger are free)

Information: CostaMesaSpeedway.net, cmspeedway [at] sbcglobal [dot] net,

(949) 492-9933

#### 12 The Classic – Bugorama 🪖

One-day car show all about VW cars with all-new aftermarket part vendors and swap meet plus food vendors and a DJ.

**Hours:** 6:30 a.m.-4 p.m.

Admission: Walk-in \$15, Show Vehicle \$20, Child (6-12) \$5

Information: bugorama.com

#### 12 BrideWorld Expo

Shop and compare 135 bridal salons, florists, photo booths, photographers, disc jockeys, entertainers and wedding venues to find great bridal beauty tips, custom invitations, romantic honeymoon destinations, and the best wedding planning values.

Hours: Sunday 10-4 p.m.

Admission: \$12 (Advance tickets available at brideworld.com for \$6)

Information: brideworld.com, info [at] brideworld [dot] com, (800) 600-7080

#### 15-17 So Cal District of the UPCI SoCal Camp Meeting 🎓

The Southern California District of the United Pentecostal Church International offers three days of camping, family activities and two church services a day. This event is open to the non-church members.

Services: Wednesday 6-9:30 p.m., Thursday-Friday 9 a.m.-12:30 p.m. & 6-9:30 p.m.

**Admission:** Free

Information: socalupci.org

#### 17-19 OC Night Market 🎓

OC Night Market returns with hundreds of new and returning chefs with delectable dishes plus dozens of vendors including merchandise, crafts, artists, games and live performances.

Hours: Friday & Saturday 4 p.m. – 12 a.m., Sunday 4 p.m. – 11 p.m.

Admission: \$5 (Children 6 & younger are free)

**Information:** ocnightmarket.com, info [at] ocnightmarket [dot] com

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

#### June 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. For the duration of the 2016 OC Fair, Centennial Farm is accessible during Fair hours and with Fair admission.

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.

During the 2016 OC Fair, Food Truck Fare will be closed starting July 6.

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

Information & Weekly Offerings: ocfair.com, Twitter.com/ocfair, 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.

During the 2016 OC Fair, the weekly Farmers Market will be in Lot E from 8 a.m.-Noon.

**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.

During the 2016 OC Fair, the weekly Orange County Market Place is closed.

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

Information: ocmarketplace.com, (949) 723-6660

#### Mark Your Calendar: July-September 2016 Events

Jul. 15-Aug. 14	2016 OC Fair – "Get Your Fair Face On"
Aug. 20	48th Annual Costa Mesa Speedway – Harley Night #2 煒
Aug. 20-21	Crossroads of the West Gun Show
Aug. 25	Fight Club OC
Aug. 26-28	Gem Faire
Aug 27-28	SoCal World Guitar Show
Aug. 26-28	OC Night Market 🖈
Sep. 2-4	The 34th Annual Great Labor Day Cruise
Sep. 10	48th Annual Costa Mesa Speedway Bonanza
Sep. 10-12	Santa Ana Valley Kennel Club
Sep. 16-18	Sand Sports Super Show 🚖
Sep. 24	48th U.S. National Speedway Championship
Sep. 24	Cruisin' For A Cure 🈭
Sep. 29-Oct. 1	Quilt, Craft and Sewing Festival

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 <u>ocfair.com</u>, become a fan on <u>Facebook.com/OCFair</u>, follow us at <u>Twitter.com/ocfair</u> or call (714) 708-1500.



Media Contact: Robin Wachner

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

## Action Sports Arena at the 2016 OC Fair Features Demolition, Live Competitions and Equestrian Arts

OC Fair admission is included FREE with every reserved seat ticket.

Costa Mesa, Calif. (May 16, 2016) – The 2016 OC Fair offers extreme entertainment in the Action Sports Arena from July 15-August 14 (Wed.-Sun.) Reserved seats are on sale now and, as always, include free Fair admission for the same day. Reserved seats for Action Sports Arena may be purchased at the OC Fair & Event Center Box Office at the Pacific Amphitheatre, all Ticketmaster outlets, online at ticketmaster.com or by phone at (800) 745-3000.



#### **Action Sports Arena at the 2016 Fair**

Reserved seating is available at varying prices for all Action Sports Arena events and includes free Fair admission for the same day before and after the event. There is also limited, non-reserved seating available free with Fair admission available on a first-come, first-seated basis. Reserved seat prices and show times vary for each event, visit ocfair.com for full details.

July 15 <u>X-Treme Freestyle Moto-X</u>

Daredevil motorcyclists attempt heart-stopping tricks and stunts

while in flight.

July 16 42nd Annual Speedway Fair Derby

Speedway motorcycles make tight turns without the assistance of

brakes on a dirt track.

July 17 <u>SummerFist 9 – Mixed Martial Arts</u>

Trained and skillful mixed martial arts contenders meet face-to-face

in the OC Fair octagon.

July 20-24 <u>Cavallo Equestrain Arts Presents Circo Ma'Ceo</u>

Circo Ma'Ceo is an equestrian adventure set in an enchanting world

of gypsy heritage. 13 shows in 5 days.

#### July 27-31 <u>Monster Truck Destruction Tour</u>

Monster trucks jump, smash and flip their way through dirt tracks, junk cars and other obstacles. 7 shows in 5 days.

#### August 3 & 5 Extreme Rodeo

This event is just like a rodeo with an extraordinary twist that includes amusing and incredible stunts like Backwards Bull Riding, Bull Chariot Racing, Ring of Fire and more.

#### August 4 & 6 Broncs & Bulls

Rodeo fans throw on your boots and biggest belt buckles for two nights of bronc and bull riding excitement.

#### August 7 Fiesta Del Charro

Drawing upon a Mexican cowboy tradition dating back almost 500 years, these fabulously gifted riders and ropers perform breathtaking stunts.

#### August 10 & 13 Orange Crush Demolition Derby

Derby cars bash and crash into each other to be the last car running in the arena.

#### August 11 & 14 <u>Motor Home Madness Demolition Derby</u>

This isn't your typical RV road trip as Class-C motorhomes bash and crash into each other unlike any average demolition derby.

#### August 12 Damsels of Destruction Demolition Derby

There's no such thing as nice play for these pretty-in-pink drivers as they crash and smash their derby cars to be the last car running.

#### August 13 Emergency Pursuit Derby / OC Police Canine Association

First respondents are at a crossroads with each other in this unique demolition derby as trained canines of law enforcement show off their skills.

The OC Fair wants you to "Get Your Fair Face On!" July 15-August 14, 2016 with 23 days and nights of food, rides, shopping, exhibits, animals and headline performances in the Pacific Amphitheatre, nightly music in The Hangar and adrenaline-inducing events in the Action Sports Arena. The Fair is open Wednesday-Sunday. Tickets are available for purchase at ocfair.com or from the on-site Box Office (limited hours.) Free parking and shuttle service are available on Saturdays and Sundays from the Experian parking structure located off the Bristol St. exit of the 405 freeway. Download the free 2016 OC Fair iPhone and Android apps available this summer for a full schedule of events, event map, Find My Car and more.

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 <u>ocfair.com</u>, become a fan on <u>Facebook.com/OCFair</u>, follow us at <u>twitter.com/ocfair</u> or call (714) 708-1500.

Media/Photo Credentials can be requested at www.ocfair.com/credentials.

## MINUTES OF OCFEC BOARD OF DIRECTORS MEETING HELD April 28, 2016

#### 1. CALL TO ORDER:

Chair Mouet called the meeting to order at 9:03 a.m.

#### 2. MISSION STATEMENT

#### 3. PLEDGE OF ALLEGIANCE:

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

#### 4. DIRECTORS PRESENT:

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

#### **DIRECTORS ABSENT/EXCUSED:**

#### OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC VP of Business Development, Ken Karns, OCFEC VP Operations; Jessica Zimmerman, OCFEC; Jerry Eldridge, OCFEC; Deborah Fletcher, Office of the Attorney General; Josh Caplan, Office of the Attorney General; Janet Taylor, Stenographer; Evy Young, OCFEC; Joan Hamill, OCFEC; Reggie Mundekis; Beth Refakes; Kyle Woosley, President & CEO of Costa Mesa Chamber; Jennifer Farrell, Chair of Costa Mesa Chamber, Leslie Daigle; Jay Humphrey, Jennifer Farrell, Mike Robbins, Kevin Coleman, Theresa Sears

#### 5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, requested Chair Mouet to introduce Director Pham to the Board and the public and provided a little background.

Chair Mouet introduced Director Pham and provided a short summary of his background.

Director Pham discussed a little about himself and his family background.

Kramer then introduced Ron Wallace, VP of Finance and Administration; and provided a quick background of Wallace; and asked Wallace to present the March financials.

Wallace discussed and provided information about the March financials to the Board and audience.

Kramer provided a recap of the report on AB1907 from Gonsalves & Son and stated that the bill was not heard by the Assembly Appropriations Committee. Once it passes out of Assembly it will go to Senate Policy Committee and lastly the Governor which has to be done by August 31.

Kramer also discussed travelling to Sacramento with Chair Mouet, as requested by the Board. They met with the Department of General Services Director Daniel Kim and staff about construction management options. They also met with Assembly Member Daly, the author of AB 1907. Lastly they stopped by Lieutenant Governor Gavin Newsom's office and presented an invitation for the Lieutenant Governor to attend the OC Fair this coming summer.

Chair Mouet thanked Director Tkaczyk and discussed their main reason for traveling to Sacramento. He believes that AB 1907 bill will be signed by August.

Michele Richards, OCFEC VP of Business Development, discussed Imaginology and how successful it was this year.

Director Cervantes shared her experience at Imaginology with her grandkids.

Director Berardino shared his experience at Imaginology and how organized the event was here at the OCFEC. He was elated to see the facility being used as a big public space for a strong public purpose.

Director Bagneris shared her experience and she shared the information with colleagues about Imaginology and how much positive feedback she received from them.

Director Tkaczyk thanked the staff for putting this event together every year. He had a great experience and was very impressed with the attendance mark for Imaginology.

Director La Belle complimented Michele Richards and the entire staff on Imaginology, stating that it was a great event. He shared his experience he had with his grandkids, suggested if they can provide a jumper for next year.

Director Ruiz asked if in the 106 busloads we had surrounding counties such as Riverside.

Richards stated yes we had surrounding counties such as Riverside as well as Los Angeles County and Orange County.

Director Pham shared his experience for the first time and stated that he loved and enjoyed the event very much.

Chair Mouet suggested more food concessions to decrease the lines during Imaginology event for next year.

Vice Chair Berardino would like for staff to come to the Board for any approval and changes for food concessions.

Director La Belle also suggested we should have a similar program that he worked on when he was a City Manager called Big Yellow Bus Program.

Richards provided an update to everyone on the historic event that took place on the month of April: the moving of the former Memorial Gardens building to its permanent foundation in between Centennial Farm and the Pacific Amphitheatre.

Richards also stated the building will be restored, renovated, and reborn into Heroes Hall to be publicly dedicated on Veterans Day, November 11.

Richards discussed about upcoming events for the month of May.

Kramer discussed the last minute event of Donald Trump Campaign Rally and then asked Jerry Eldridge, OCFEC Director of Facilities, to give a recap of the construction.

Eldridge provided a construction update on the Memorial Garden's building.

Kramer thanked everyone in the involvement of the relocation of the Memorial Garden's building. She also provided a recap of hosting of the California State Athletic Commission Board Meeting. They met with the commission chair and their executive director to discuss ways they could work together to promote the fairgrounds to regional and national combat sports promoters.

Kramer provided a recap of public records request from last board meeting to present; stated this past month 52 hours were logged on public records request worked by staff members. There is a currently a part-time position posted to recruit someone to assist with filling these requests.

Beth Rafakes thanked the staff and Board for the relocation of the building for Heroes Hall. She also mentioned the political rally scheduled for April 28. She does not have a problem with it. She is only concerned that Mr. Trump's rallies can get a little out of hand.

Vice Chair Berardino further discussed about public records request and stated he is a great advocated about public records request.

Vice Chair Berardino suggested discussing with Kramer and counsel about inviting the requesters in and sit down and answering questions they might have, finding a more efficient way to address concerns.

#### 6. PUBLIC COMMENT

Theresa Sears thanked the board and agreed with Vice Chair Berardino about the importance of the public records request and recommended that we should have a meeting so it won't be an expensive thing to do.

Chair Mouet thanked the staff and further discussed about the 3<sup>rd</sup> party events.

Josh Caplan, Office of the Attorney General, further discussed about the rules of the public request.

Reggie Mundekis discussed about the issues arising from the use of NAFTA TN classification and H-B1 visa statuses for employment of full-time Civil Service employees at this state agency. Also discussed about the Trump Rally stating the event falls under 2012 Pac Amp settlement agreement.

Jay Humphrey stated he is a strong supporter of the Fair and supporter of the good neighbors program. His concerns are the way the news spreads out to the neighbors. He suggested that OCFEC makes sure that before an event happens that contracts are signed and appropriately enforced.

Beth Rafakes agreed with Humphrey about the noise ordinance and the good neighbor program. Another concern she stated was that not everyone is fully aware of the terms of the settlement agreement and has agreed to them in writing prior to the event.

Kevin Coleman thanked the Kramer of her hard work and dedication she has accomplished at OCFEC. He also thanked staff for all the great teamwork everyone plays a role in. He suggested that High School Inc. has the ability to come and partner with OCFEC due to the facilities these grounds have that can help the kids expand a program that was started in Santa Ana that can now migrate down to this end of the county and service more kids and grow more.

Mike Robbins expressed his concerns about the Trump rally in the Pacific Amphitheatre.

#### 7. MINUTES:

#### A. Board Meeting held March 24, 2016

ACTION: Vice Chair Berardino and Director Ruiz seconded to review and approve the minutes from the Board meeting held March 24, 2016. MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, and Director Tkaczyk, Director Ruiz, Director Bagneris, Director Pham and Director Aitken. NAYES: None

#### 8. CONSENT CALENDAR

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-080-16YR; SA-081-16FT; SA-082-16FT; SA-083-16IO; SA-087-16FT; SA-090-16FT; SA-091-16FT

- B. Amendments: none
- 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; 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-56; 16 IO-FE 56; 16 IO-FE 57; 16 IO-FE 58; 16 IO-59; 16 IO-FE 60; 16 IO-FE 61; 16 IO-FE 62; 16 IO-FE 63; 16 IO-FE 64; 16 IO-FE 65
- F. Active Joint Powers Authority Agreements: none
- G. Correspondence
  - i. none.

ACTION: Director Ruiz motioned and Director Bagneris seconded to review and approve the Consent Calendar. MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Cervantes and Director Pham. 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 has announced that the Centennial Farm Foundation meeting has been canceled.

Vice Chair Berardino discussed how busy it has been in regards of the foundation for Heroes Hall and provided an update to the audience and Board. Also mentioned about the presentation he did with Richards that was presented to the Newport Beach City Council.

Director La Belle discussed the presentation he and Richards will be presenting to the Orange County City Managers Association regarding the Heroes Hall Project. Vice Chair Berardino will be working on the communication that he's going to forward as Chair or President of the Foundation to all of the cities in Orange County.

Chair Mouet stated it was pleasure of having their first financial meeting with Wallace.

Director Bagneris welcomed Wallace to OCFEC and enjoyed having her first meeting with our VP of Finance and Administration; stated that it was a good meeting and that they have new processes that will be put in place.

Chair Mouet has stated he will be stepping down from the Financial Committee and Director Pham will be the one taking over his position.

Director Aitken stated there was no update regarding Workers Memorial.

Richards provided a quick update on the 2016 OC Fair City Liaison Committee.

Director Aitken thanked Kramer on the updated she provided back in her CEO update in regards of what is going on with Assemblyman Daly and his work on the bill.

Director Ruiz stated there is no update regarding Organizational Needs Assessment or the Master Plan; asked to have an ONA meeting for the next month with Kramer and Director La Belle.

Director Tkacyzk provided a quick recap on the status of the Tel Phil agreement and the Spectra agreement has been completed and the transition has been made.

Director Tkacyzk stated there is nothing to report on both Consumer Initiatives and Ticketing Policy.

Chair Mouet he has eliminated 'Ticketing Policy Review Task Force' and suggested to add an 'Agriculture Committee.'

Director Cervantes and Chair Mouet will be the responsible for the Agriculture Committee.

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

Kramer shared more detailed information regarding this item.

Kyle Woosley, CEO/President of Costa Mesa Chamber, thanked the Board and staff and further discussed this voter approval report.

Reggie Mundekis discussed the potential of the new master plan process.

Jennifer Farrell discussed the no growth initiative, something that can kill jobs and businesses in the community if it passes; and on behalf of the Costa Mesa Chamber she proposed and encouraged the Board to join them in opposing this initiative.

Kevin Coleman further discussed the growth and benefits the the city and how it will affect the fairgrounds.

Jay Humphrey discussed the impacts that are going to happen from the project compared to what is good for the character of Costa Mesa. This will not stop growth and won't stop development from happening; which is not going to stop business in Costa Mesa. He suggested keeping in mind that the impact OCFEC is going to see from this is not going to affect OCFEC directly because OCFEC is controlled by the state.

# C. Megan's Law Policy

Richards discussed detail regarding the Megan's Law Policy and provided some background on this policy. At the June 2006 meeting, the Board of Directors adopted the Megan's Law policy. A year later in April 2007, the policy was modified by the then Board of Directors requiring contractors to assume responsibility for screening and certifying that their employees and volunteers were in compliance with the policy. Now staff would 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 Orange County Fair will be required to conduct screening of each of the 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."

**ACTION:** Director Cervantes motioned and Director Ruiz seconded to

approve Megan's Law Policy. MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Cervantes, Director Bagneris and Director Pham. NAYES: None

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

The action is administrative and would update the delegation signing authority to include the new VP of Finance & Administration, Ronald Wallace.

Director Bagneris suggested if we can only add the title instated of the person's full name.

Director La Belle agreed with Director Bagneris, to have only the title and not the person's full name.

**ACTION:** Vice Chair Berardino motioned and Director Ruiz 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, Director Cervantes and Director Pham. NAYES none.** 

# 10. CLOSED SESSION

NO CLOSE SESSION

#### 11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle welcomed and congratulated Director Pham to the Board. He also mentioned how Imaginology was a great event and how much his grandkids loved it.

Director Bagneris welcomed Director Pham to the Board; she also shared her excitement of the Fair coming up and the concerts. Thanked Kramer for her year being here and thanked all staff for their hard work.

Director Tkaczyk thanked the staff and Board for all of their hard work.

Director Aitken apologized to the staff and the audience for the event that is happening today.

Vice Chair Berardino thanked everyone for their hard work and staff how they have done a great job on the all the projects at OCFEC. Thanked Kramer about taking care of the fairgrounds; also requested to have full access to OCFEC events year round. Lastly he wanted to give thanks to Caplan for the outstanding response and how great job he is doing with us.

Director Ruiz stated there are only 78 days until the Fair and has his Fair face on; also welcomed Director Pham for joining the board.

Director Cervantes thanked the staff and Board, welcomed Director Pham.

Director Pham thanked everyone for the warm welcome, also 78 days and counting for the Fair. He cannot wait to be well connected with everyone.

Chair Mouet stated he bought his own ticket to the gun show and walked thru to have a better understanding of the event. Also stated he will be coming to the Trump Campaign Rally and requested not for a reserved sitting he would like to sit with staff and the audience as his responsibility as a Chair Man. Another major thing he mentioned was safety, consensus building safety model. And welcomed Director Pham.

# 12. NEXT BOARD MEETING: THURSDAY, MAY 26, 2016

#### 13. ADJOURNMENT

Meeting adjourned at 11:44 a.m.			
Gerardo Mouet, Chair			
Kathy Kramer, Chief Executive Officer			

# OC FAIR & EVENT CENTER STANDARD AGREEMENTS FOR BOARD APPROVAL MAY 2016

CONTRACT	# CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-070-16AS	Sunnyside Promotions	Demolition Derby events in the Action Sports Arena	Fair Time	08/10/16 - 08/15/16		\$133,500.00
SA-089-16GE	Marc Adam Seligson	"Selly" performing on the Promenade Stage	Fair Time	08/03/16 - 08/07/16		\$2,000.00
SA-092-16GE	Daniel Maika Hamamoto	"Danny Maika" performing on the Meadows Stage	Fair Time	08/03/16 - 08/07/16		\$1,500.00
SA-093-16GE	Wimberley Bluegrass Band	"Wimberley Bluegrass Band" performing on the Meadows Stage	Fair Time	07/27/16 - 07/31/16		\$1,750.00
SA-094-16GE	Henry Schmoller f/s/o Texas House Party	"Texas House Party" performing on the Meadows Stage	Fair Time	07/20/16 - 07/24/16		\$2,100.00
SA-095-16GE	Diego Barquinero	"Veekay the Clown"	Fair Time	07/29/16 - 08/14/16		\$6,000.00
SA-102-16GE	Alice Bethia Wallace	"Alice Wallace" performing on the Meadows Stage	Fair Time	08/10/16 - 08/14/16		\$1,500.00
SA-128-16FT	ON HOLD					
SA-129-16YR	ON HOLD					
SA-130-16FT	ON HOLD					
SP-06-16FT	ON HOLD					

STANDARD AGREEMENT				R	A F	
STD 213 (Rev 06/03)			AGREEM	ENT NUMBER	Α ι	
	,			SA-07	0-16AS	
					ATION NUMBER	
1.	This Agreement is entere	ed into between the Sta	ate Agency and t	he Contractor nar	med below:	
	STATE AGENCY'S NAME  32 <sup>ND</sup> DISTRICT AGRIC	CULTURAL ASSOC	CIATION			
	CONTRACTOR'S NAME SUNNYSIDE PROMO	TIONS				
2.	The term of this Agreement is:	08/10/16	through	08/15/16	FED ID:	
3.	The maximum amount of this Agreement is:	\$133,500.00				
4.	The parties agree to compart of the Agreement.	ply with the terms and	conditions of the	following exhibits	which are by this re	ference made a
	Exhibit A – Scope of Wo	-			he Action Sports	Pages 1 – 4
	Exhibit B – Budget Deta	ail and Payment Provis	ions (Attached h	ereto as part of th	nis agreement)	Page 5
	Exhibit C – General Ter	•	`	•	,	Pages 6 – 9
Check mark one item below as Exhibit D:  Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)  Exhibit - D* Special Terms and Conditions					s agreement)	Pages 10 – 13
	Exhibit E – Action Sport	ts Arena Rider (Attache	ed hereto as part	of this agreemer	nt)	Pages 14 – 17
	Exhibit F – Insurance R	equirements (Attached	l hereto as part c	of this agreement)	ı İ	Pages 18 – 20
The	ms shown with an Asterisk (*) ese documents can be viewed	d at www.ols.dgs.ca.gov/s	Standard+Langua	ge	greement as if attache	d hereto.
IN '	WITNESS WHEREOF, this A	Agreement has been exe	ecuted by the par	ties hereto.		
		CONTRACTOR			California Departm Services U	
	NTRACTOR'S NAME (if other than an JNNYSIDE PROMOTIO	•	oration, partnership, etc	:.)		•
BY (	(Authorized Signature)		DATE	SIGNED(Do not type)		
Ø						
PRI	NTED NAME AND TITLE OF PERSO	N SIGNING			_	
Вс	ob R. Basile, Owner					
ADE	DRESS					
	2 Florida Street, Imper 19) 424-3348	ial Beach, CA 9193	2			
		STATE OF CALIFOR	NIA			
	ENCY NAME					
	ND DISTRICT AGRICUL	TURAL ASSOCIAT	T			
BY (	(Authorized Signature)		DATE	SIGNED(Do not type)		

Exempt per:

RINTED NAME AND TITLE OF PERSON SIGNING

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS

Kathy Kramer, CFE, CMP, Chief Executive Officer



# **EXHIBIT A - SCOPE OF WORK (CONT.)**

#### **CONTRACTOR AGREES:**

- To produce a Demolition Derby series in the Action Sports Arena from August 10 August 14 for the 2016 OC Fair.
- 2. To begin setup of the event on Wednesday, August 10, 2016 and complete setup within sufficient time prior to the first performance, or as otherwise directed by the District.
- 3. To begin removal of all vehicles and debris no earlier than 11:59 p.m. on Sunday, August 14, 2016, and complete removal by 12:00 p.m. on Monday, August 15, 2016. Contractor must receive approval from the District prior to tearing down the event.
- 4. The events shall take place according to the following schedule:
  - Wednesday, August 10, at 8:00 p.m. Orange Crush Demolition Derby
  - Thursday, August 11, at 8:00 p.m. Motor Home Madness Demolition Derby
  - Friday, August 12, at 8:00 p.m. Damsels of Destruction Demolition Derby (all women drivers)
  - Saturday, August 13 at 1:00 p.m. Emergency Pursuit Derby / OC Police Canine Association Demonstration
  - Saturday, August 13, at 7:00 p.m. Orange Crush Demolition Derby
  - Sunday, August 14, at 7:00 pm Motor Home Madness Demolition Derby
- 5. Each nightly event shall last approximately 75 minutes. Ending time is subject to factors beyond control of the Contractor and is subject to change at the sole discretion of the District.
- 6. The auto derby events will feature a minimum of eight (8) and a maximum of ten (10) vehicles. Event format may be modified subject to District Management approval.
- 7. The Motor Home events will feature a minimum of five (5) and a maximum of seven (7) vehicles. Event format may be modified subject to District Management approval.
- 8. The Emergency Pursuit Derby will feature the OC Police Canine Demonstration, Police Figure-8 with a minimum of four (4) and a maximum of six (6) vehicles, and Compact Car Demolition Derby with a minimum of eight (8) and a maximum of twelve (12) vehicles.
- 9. To provide the following for each event:
  - a. Event competition management, including: tech-inspectors, starter, scoring and scoring equipment, fire crew and equipment, back gate personnel, pit security and announcer.
  - b. Event Insurance: \$3,000,000.00 participant and spectator liability plus \$3,000.00 participant excess medical.
  - c. Prepare, print and distribute event entry forms and rules.
  - d. Secure and receive completed entries.
  - e. Supply biographical and news release information.
  - f. Advertise all events in "Derby News" (2,000 pieces distributed in California).
  - g. Provide and pay out all prize monies.
  - h. Provide trophies at all events.
  - i. Secure tow trucks.
  - j. Produce driver and tow truck incentive programs.
  - k. Produce and print event information program to be given to patrons at no charge.
  - I. Contractor to secure and pay for hotel rooms.
- 10. Contractor to receive 100% of entry fees and pit passes. Pit passes not to exceed an average of four (4) per entry.



### **EXHIBIT A – SCOPE OF WORK (CONT.)**

- 11. Larry Huffman will be the event announcer for all dates, unless Contractor and the District mutually agree to replacement.
- 12. To attend coordination meetings upon notification from the District as required.
- 13. To obtain approval from District Management for any banners or display material. If approved, banners or signage must face inside the arena only.
- 14. To submit any potential sponsorship opportunities to the OC Fair Director of Entertainment for approval.
- 15. To prohibit the display of political or controversial statements, slogans, flags or emblems as part of vehicle branding or decoration.
- 16. To be held responsible for motorized racing event noise as to be in compliance with rules and regulations of this contract regarding noise as recommended in good faith by District Management and in order to comply with applicable law and/or court orders. Contractor fully understands that the decibel levels are to be recorded. Specific decibel levels and distances shall be ninety-five (95) dBA measured at one hundred feet (100') from the source and no more than 55 dBA in any area where homes exist, which may be modified by District Management, in good faith, at a later date if deemed necessary.
- 17. Sound system will be set at a decibel level specified by District Management, which in no case shall exceed 55 dBA in any area where homes exist. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 10:00 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
- 18. To refer to the Fair as "The OC Fair" or "The 2016 OC Fair" in any promotional or advertising materials prepared by the Contractor and to use District-approved graphics from the OC Fair style guide (<a href="www.ocfair.com/logos">www.ocfair.com/logos</a>) when referencing the OC Fair event.
- 19. 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.
- 20. 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 the following:
  - a. Onsite ambulance for each event.
  - b. Arena (approximately 100' x 250'), water truck, grader or skip loader with ripping teeth, and operators for preparation and maintenance of derby performance arena.
  - c. Grandstand seating, tickets and ticket takers, front gate personnel and ushers, sound system with wireless microphone, concessions, restrooms and event security.
  - d. Pit area for participants and vehicles.
  - e. Hazardous waste containers.
  - f. Event promotions and advertising.
  - g. Event sponsorship opportunities with the District to retain all monies received from sponsors.



### EXHIBIT A - SCOPE OF WORK (CONT.)

- 2. That Contractor may seek and secure sponsorship that does not conflict with the sponsors of the 2016 OC Fair. All Contractor sponsorship opportunities must be submitted to Director of Entertainment for approval before any Contractor/Sponsor agreement is reached. District sponsors have priority in all circumstances.
- 3. To allow Contractor to partner with the Susan B. Komen Foundation on August 12, 2016 as part of the Damsels of Destruction Demolition Derby. In exchange for promotion of the event through newsletters and website, the Susan B. Komen Foundation will be allowed to set up a booth at the event and sell merchandise and to promote breast cancer awareness.
- 4. To allow Contractor to partner with local law enforcement, fire departments, and the OC Police Canine Association on August 13 as part of the Emergency Pursuit Derby. In exchange for promotion of the event through newsletters and websites, the law enforcement departments, fire departments and OC Police Canine Association will be allowed to set up a booth at the event to sell merchandise and to promote the OC Police Canine Association and Officer 999 funds.
- 5. To pay Contractor a total amount not to exceed ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$133,500.00) upon satisfactory completion of services herein required on Sunday, August 14, 2016.

-End Exhibit A-



# **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

# **BUDGET DETAIL**:

District Account #: 5770-70

# **PAYMENT PROVISIONS:**

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 14, 2016.

-End Exhibit B-



#### **GTC 610**

#### 1. APPROVAL:

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

#### 2. AMENDMENT:

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

#### 3. ASSIGNMENT:

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

# 4. AUDIT:

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

#### 5. INDEMNIFICATION:

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

# 6. **DISPUTES**:

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

#### 7. TERMINATION FOR CAUSE:

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

#### 8. INDEPENDENT CONTRACTOR:

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



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



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

#### 16. CHILD SUPPORT COMPLIANCE ACT:

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

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

# 17. UNENFORCEABLE PROVISION:

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

#### 18. PRIORITY HIRING CONSIDERATIONS:

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

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

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



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

#### **20. LOSS LEADER:**

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

-End Exhibit C-



#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

#### 1. STATEMENT OF COMPLIANCE:

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

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

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

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

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

# 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



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

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

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

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

#### 5. EXPATRIATE CORPORATIONS:

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

# 6. SWEATFREE CODE OF CONDUCT:

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

# 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

#### 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

#### 3. AMERICANS WITH DISABILITIES ACT:

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

# 4. CONTRACTOR NAME CHANGE:

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

# 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

#### 6. RESOLUTION:

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



# 7. AIR OR WATER POLLUTION VIOLATION:

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

# 8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



# EXHIBIT E - THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT

#### **SHOW STARTING TIMES**

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

#### PERFORMANCE LENGTH/TIMES

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

#### **CURFEW**

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

#### **PAYMENT**

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

#### **PUBLIC ACCESS TO FACILITY**

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

#### **DECIBEL LEVEL**

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

House sound will include stage monitors. District agrees to use Contractor's monitor system at Contractor's request and at no additional cost to the District.

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

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

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

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

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

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

#### **MEDIA – WEBSITE**

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



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

#### **MEDIA - INTERVIEW**

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

#### **MEDIA - VIDEO**

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

#### **MEDIA - STILL PHOTOGRAPHY**

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

#### **SOUND AND LIGHTS**

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

#### RENTAL EQUIPMENT

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

#### **GROUND TRANSPORTATION**

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

#### **HOSPITALITY**

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

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

#### **MERCHANDISING**

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

#### **SPONSORSHIPS**

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

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

#### **INSURANCE**

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

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

#### **FORCE MAJEURE CLAUSE**

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

#### INDEMNIFICATION

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

#### **COPYRIGHT INFRINGEMENT INDEMNIFICATION**

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

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

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

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

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

#### **MISCELLANEOUS**

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

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

#### PROMOTIONAL MATERIAL & ADVERTISING

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

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

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

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

#### **COMPLIMENTARY TICKETS**

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

### PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand dollars (\$1,000.00) dollars per incident and may preclude Contractor from future performance opportunities at the OC Fair.

#### **CONFLICT OF LAWS OR TERMS**

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

#### **CONTRACTOR'S POWER AND AUTHORITY**

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

Kathy Kramer, CFE, CMP Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32<sup>nd</sup> District Agricultural Association

Artist/Producer/Contractor

OC Fair & Event Center
-End Exhibit E-

# EXHIBIT F – INSURANCE REQUIREMENTS



### **California Fair Services Authority**

#### I. Evidence of Coverage

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

#### A. Insurance Certificate:

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

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

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

#### 2. Dates:

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

#### 3. Coverages:

#### a. General Liability

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

#### b. Automobile Liability

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

#### c. Workers' Compensation

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

#### d. Medical Malpractice

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

#### e. Liquor Liability

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



#### **EXHIBIT F - INSURANCE REQUIREMENTS (CONT.)**

#### 4. Cancellation Notice:

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

#### 5. Certificate Holder:

- a. For Individual Events Only Fair, along with fair's address, is listed as the certificate holder:
  - 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
- b. For Master Insurance Certificates Only California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

# 6. Insurance Company:

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

# 7. Insured:

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

OR

## B. <u>CFSA Special Events Program:</u>

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

<u>OR</u>

#### 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).

<u>OR</u>

#### D. Self-Insurance:

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

#### **II. General Provisions**

#### A. Maintenance of Coverage:

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



#### **EXHIBIT F - INSURANCE REQUIREMENTS (CONT.)**

#### B. **Primary Coverage**:

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

#### C. Contractor's Responsibility:

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

#### D. Certified Copies of Policies:

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

#### III. Participant Waivers

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

-End Exhibit F-

				R	A F
STATE OF CALIFORNIA		CONTRACT NUMBER	AM. N	IO. FEDER	AL TAXPAYER ID. NUMBER
SHORT FORM CONTRACT (For agreements up to \$9,999		SA-089-16GE			
STD. 210 (Revised 6/2003)		REGISTRATION NUMB	ER		
Invoice must show contract number,	itemized expenses service	FOR STATE USE O	DNI V		
dates, vendor name, address and ph	one number.	FOR STATE USE C	JINL I		
SUBMIT INVOICE IN TRIPLICATE TO	:				ERTIFIED SMALL BUSINESS
32 <sup>nd</sup> District Agricultural Asse	ociation	CCCs  N/A C	ON FILE ⊠ ATT N/A □ GFI		ERTIFICATE NUMBER
Orange County Fair		Late reason			
88 Fair Drive Costa Mesa, CA 92626		☐ Public Works Contract ☐ Exempt from bidding			
		Exempt from blading			
The parties to this agreemer					
STATE AGENCY'S NAME, hereafter ca		CONTRACTOR'S NAME	E, hereafter called	the <b>Contractor</b>	
32 <sup>ND</sup> DISTRICT AGRICULTUR	AL ASSOCIATION	MARC ADAM SELI	IGSON		
2. The agreement term is from	t	hrough <b>08/07/</b> 1	16		
3. The maximum amount paya	ble is \$ <b>2,000.00</b> pur	suant to the following	ng charges:		
Wages/Labor \$	Parts/Supplies \$	Taxes \$	Other \$	2,000.00	(Attach list if applicable.)
4. Payment Terms (Note: All pa	ayments are in arrears.)	ONE TIME PAYMEN	T (Lump sum)	MONTH	ILY QUARTERLY
☐ ITEMIZED INVOICE	OTHER				
<ul> <li>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.)</li> <li>☑ ADDITIONAL PAGES ATTACHED</li> <li>Exhibit A – Scope of Work – Entertainment at 2016 OC Fair Exhibit B – Budget Detail and Payment Provisions</li> <li>Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)</li> <li>Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)</li> </ul>					
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					
In Witness Whereof, this agreem STATE OF CA		ne parties identified b		NTRACTOR	
AGENCY NAME	ALIFORNIA	CONTRACTOR'S NAME (If other than an individual, state whether a corporation,			
32 <sup>ND</sup> DISTRICT AGRICULTUR	partnership, etc.) MARC ADAM S	SELIGSON			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Sign			DATE SIGNED
₩.					
PRINTED NAME AND TITLE OF PERS	PRINTED NAME A	ND TITLE OF PE	RSON SIGNING	<del></del> ;	
Ken Karns, Vice President, Operations or Michele Richards, Vice President, Business		Marc Adam Se	liason		
Development	ient, business	mai o 7 taanii oo	900		
ADDRESS	ADDRESS / PHON		na Niewal O	A 02677	
88 Fair Drive, Costa Mesa, CA	92626	28341 Claretor (954) 579-3578			A 92011
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5780-70				
I hereby certify upon my own personal		re SIGNATURE OF A	CCOUNTING OF	FICER	DATE SIGNED
available for the period and purpose of		>=			



#### **EXHIBIT A – SCOPE OF WORK**

#### **CONTRACTOR AGREES:**

- A. To provide the performance group, "Selly," on the Promenade Stage from August 3 August 7 for 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 DOLLARS (\$2,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US Mail.

-End Exhibit A-

# SA-089-16GE MARC ADAM SELIGSON PAGE 3 of 11



# **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-



#### **GTC 610**

#### 1. APPROVAL:

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

#### 2. AMENDMENT:

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

#### 3. ASSIGNMENT:

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

#### 4. AUDIT:

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

#### 5. INDEMNIFICATION:

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

#### 6. DISPUTES:

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

# 7. TERMINATION FOR CAUSE:

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



#### 8. INDEPENDENT CONTRACTOR:

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

#### 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:
  - "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. <u>UNENFORCEABLE PROVISION</u>:

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-



#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

#### 1. STATEMENT OF COMPLIANCE:

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

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

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

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

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

# 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



#### 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 <a href="https://www.dir.ca.gov">www.dir.ca.gov</a>, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

# 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

# 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

#### 3. AMERICANS WITH DISABILITIES ACT:

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

#### 4. CONTRACTOR NAME CHANGE:

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

# 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

#### 6. RESOLUTION:

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



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

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

# 8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

				R	A_	F
STATE OF CALIFORNIA		CONTRACT NUMBER	AM. NO.	FEDERA	L TAXPA	YER ID. NUMBER
SHORT FORM CONTRACT		SA-092-16GE				
(For agreements up to \$9,999 STD. 210 (Revised 6/2003)	.99)	REGISTRATION NUMBER				
Invoice must show contract number, dates, vendor name, address and ph		FOR STATE USE ONLY	,			
SUBMIT INVOICE IN TRIPLICATE TO		CTD 204 D N/A D ON FIL	-	- D C-	חדורורה (	CMALL DUCINITOS
- nd		STD. 204 N/A ON FIL CCCs N/A ON FIL				SMALL BUSINESS FE NUMBER
32 <sup>nd</sup> District Agricultural Asso Orange County Fair	ociation	DVBE% N/A	GFE			
88 Fair Drive		Late reason Public Works Contractor's L	ioonoo			
Costa Mesa, CA 92626		Exempt from bidding				
4. The posting to this agreement	4 0 0 0					
The parties to this agreemer     STATE AGENCY'S NAME, hereafter call.		CONTRACTORIO NAME A con-	- ()	<b>3</b> 1		
		CONTRACTOR'S NAME, here		contractor.		
32 <sup>ND</sup> DISTRICT AGRICULTUR	AL ASSOCIATION	DANIEL MAIKA HAMAN	мото			
2. The agreement term is from		hrough <b>08/07/16</b>				
3. The maximum amount paya	ble is \$ <b>1,500.00</b> pu	rsuant to the following cha	arges:			
Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ _1,500.00 (Attach list if				list if applicable.)		
4. Payment Terms (Note: All pa	nyments are in arrears.)	ONE TIME PAYMENT (Lui	mp sum)	MONTHL	Y 🔲	QUARTERLY
☐ ITEMIZED INVOICE ☐ OTHER						
5. The Contractor agrees to fur agrees to comply with the te exact detail what is to be do.   ☑ ADDITIONAL PAGES ATTACHE	rms and conditions identificate, where it is to be done a	ed below which are made	a part hereo	f by this re		
Exhibit A – Scope of Work Exhibit B – Budget Detail a Exhibit C – General Terms Exhibit D – Special Terms	and Payment Provisions s and Conditions (Attache and Conditions (Attached	ed hereto as part of this a d hereto as part of this a	greement)			
EXHIBITS (Items checked in this box a	, ,	nce and made a part of this Agre	ement by this re	eference as i	if attached	d hereto.)
☐ GTC*SF <u>610</u> ☐ G	IA* *If not attac	ched, view at www.ols.dgs.ca	a.gov/Standard	d+Languag	e.	
Other Exhibits (List) See Section	on 5 above.					
In Witness Whereof, this agreem	ent has been executed by t	he parties identified below	:			
AGENCY NAME	LIFORNIA	CONTRACTOR'S NAME	CONTRA		ototo whot	than a company tion
		partnership, etc.)	(ii otner triari ari	iriaiviauai, S	itate wriet	rier a corporation,
32 <sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION		DANIEL MAIKA HAMAMOTO				
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)				DATE SIGNED
ZA.	Za.					
PRINTED NAME AND TITLE OF PERSON SIGNING  Ken Karns, Vice President, Operations or  PRINTED NAME AND TITLE OF PERSON SIGNING  PRINTED NAME AND TITLE OF PERSON SIGNING						
Michele Richards, Vice President, O		Daniel Maika Hama	moto			
Development	,					
ADDRESS	<del></del>	ADDRESS / PHONE / EM		U11m4!m	ton Dar	noh CA 00047
88 Fair Drive, Costa Mesa, CA	8211 San Angelo D (714) 310-8222	rive, Apt. L4	, Hunting	ton Bea	icn, CA 92647	
FUND TITLE	ITEM	, ,	PTER ST	ATUTE	OBJEC	T CODE
Operating	5780-70					
		re SIGNATURE OF ACCOU	NTING OFFICE	R	<u> </u>	DATE SIGNED
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		·-				



### **EXHIBIT A – SCOPE OF WORK**

## **CONTRACTOR AGREES:**

- A. To provide entertainment as, "Danny Maika," on the Meadows Stage from August 3 August 7 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. 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.
- G. 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.
- 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 the Meadows 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 waive venue merchandise split provided Contractor sells.
- 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 ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) upon satisfactory completion of work herein required on Sunday, August 7, 2016.

-End Exhibit A-

# SA-092-16GE DANIEL MAIKA HAMAMOTO PAGE 3 of 11



# **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

# **BUDGET DETAIL**:

District Account #: 5780-70

# **PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of work herein required on Sunday, August 7, 2016.

-End Exhibit B-



#### **GTC 610**

#### 1. APPROVAL:

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

#### 2. AMENDMENT:

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

### 3. ASSIGNMENT:

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

### 4. AUDIT:

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

### 5. INDEMNIFICATION:

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

### 6. DISPUTES:

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

# 7. TERMINATION FOR CAUSE:

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



#### 8. INDEPENDENT CONTRACTOR:

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

### 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:
  - "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. <u>UNENFORCEABLE PROVISION</u>:

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-

SA-092-16GE DANIEL MAIKA HAMAMOTO PAGE 8 of 11



### **EXHIBIT D - SPECIAL TERMS AND CONDITIONS**

#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

## 1. STATEMENT OF COMPLIANCE:

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

# 2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

# 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



### 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 <a href="https://www.dir.ca.gov">www.dir.ca.gov</a>, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

# 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

# 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

### 3. AMERICANS WITH DISABILITIES ACT:

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

#### 4. CONTRACTOR NAME CHANGE:

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

# 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

### 6. RESOLUTION:

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



# 7. AIR OR WATER POLLUTION VIOLATION:

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

# 8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

				R	A	F
STATE OF CALIFORNIA		CONTRACT NUMBER	AM. NO.	FEDERA	L TAXPA	YER ID. NUMBER
SHORT FORM CONTRACT		SA-093-16GE				
(For agreements up to \$9,999 STD. 210 (Revised 6/2003)		REGISTRATION NUMBER				
Invoice must show contract number,		FOR STATE USE ONLY	,			
dates, vendor name, address and ph SUBMIT INVOICE IN TRIPLICATE TO	•		<u></u>	_		
		STD. 204 N/A ON FIL				SMALL BUSINESS E NUMBER
32 <sup>nd</sup> District Agricultural Asso	ociation	DVBE % N/A		JD CER	THEICH	LINOWIDER
Orange County Fair		Late reason	<u> </u>			
88 Fair Drive		Public Works Contractor's	_icense			
Costa Mesa, CA 92626		Exempt from bidding				
1. The parties to this agreemen						
STATE AGENCY'S NAME, hereafter ca		CONTRACTOR'S NAME, here	after called the C	ontractor.		
32 <sup>ND</sup> DISTRICT AGRICULTUR	AL ASSOCIATION	WIMBERLEY BLUEGRA	ASS BAND			
2. The agreement term is from		hrough <b>07/31/16</b>				
3. The maximum amount paya	ble is \$ pur	suant to the following ch	arges:			
Wages/Labor \$	Parts/Supplies \$	Taxes \$	Other \$1,7	<b>750.00</b>	(Attach I	list if applicable.)
4. Payment Terms (Note: All payments are in arrears.)   ONE TIME PAYMENT (Lump sum)   MONTHLY   QUARTERLY					QUARTERLY	
☐ ITEMIZED INVOICE ☐	☐ ITEMIZED INVOICE ☐ OTHER					
5. The Contractor agrees to fur agrees to comply with the te exact detail what is to be do.   ☑ ADDITIONAL PAGES ATTACHE  Exhibit A – Scope of Work	rms and conditions identifications, where it is to be done as D	ed below which are made and include work specifica	a part hereof	f by this re		
Exhibit B – Budget Detail a Exhibit C – General Terms Exhibit D – Special Terms	and Payment Provisions s and Conditions (Attache and Conditions (Attached	d hereto as part of this a	greement)			
EXHIBITS (Items checked in this box a	, ,	ce and made a part of this Agr	eement by this re	ference as it	f attached	l hereto.)
⊠ GTC*SF <u>610</u> ☐ G	IA* *If not attac	hed, view at www.ols.dgs.c	a.gov/Standard	l+Language	e.	
Other Exhibits (List) See Section	on 5 above.					
In Witness Whereof, this agreem		ne parties identified below				
AGENCY NAME	LIFORNIA	CONTRACTOR'S NAME	CONTRA		toto what	har a carnaration
		partnership, etc.)	(II Other than an	iriaiviauai, s	tate wrieti	ner a corporation,
32 <sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION		WIMBERLEY BLUEGRASS BAND				
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature	)			DATE SIGNED
	<u>A</u>					
PRINTED NAME AND TITLE OF PERSON SIGNING  PRINTED NAME AND TITLE OF PERSON SIGNING  PRINTED NAME AND TITLE OF PERSON SIGNING						
Ken Karns, Vice President, O		Brent D. Wimberley	Manager			
Michele Richards, Vice Preside Development	ieni, business	Brone Br Williagorio,	, managor			
ADDRESS	ADDRESS / PHONE / EMAIL					
88 Fair Drive, Costa Mesa, CA	2501 N. Linwood Ave. Santa Ana, CA 92705 (714) 538-8321 wimberleybluegrassband@gmail.com					
FUND TITLE	ITEM			ATUTE		T CODE
Operating	E790 70					
Operating	5780-70	SIGNATURE OF ACCOU	NTING OFFICE	₹	<u> </u>	DATE SIGNED
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		re	5 0.1 1021			3.3.125



# **EXHIBIT A – SCOPE OF WORK**

### **CONTRACTOR AGREES:**

- A. To provide entertainment as "Wimberley Bluegrass Band" on the Meadows 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. 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.
- G. 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.
- 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 the Meadows 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 waive venue merchandise split provided Contractor sells.
- 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 ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00) upon satisfactory completion of work herein required on Sunday, July 31, 2016.

-End Exhibit A-

# SA-093-16GE WIMBERLEY BLUEGRASS BAND PAGE 3 of 11



# EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

# **BUDGET DETAIL**:

District Account #: 5780-70

# **PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of work herein required on Sunday, July 31, 2016.

-End Exhibit B-



#### **GTC 610**

#### 1. APPROVAL:

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

### 2. AMENDMENT:

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

### 3. ASSIGNMENT:

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

### 4. AUDIT:

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

### 5. INDEMNIFICATION:

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

### 6. DISPUTES:

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

# 7. TERMINATION FOR CAUSE:

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



#### 8. INDEPENDENT CONTRACTOR:

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

### 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:
  - "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. <u>UNENFORCEABLE PROVISION</u>:

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-



#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

## 1. STATEMENT OF COMPLIANCE:

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

# 2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

# 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



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

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

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

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

# 5. **EXPATRIATE CORPORATIONS**:

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

# 6. SWEATFREE CODE OF CONDUCT:

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

#### 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

# 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

### 3. AMERICANS WITH DISABILITIES ACT:

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

# 4. CONTRACTOR NAME CHANGE:

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

# 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

### 6. RESOLUTION:

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

# SA-093-16GE WIMBERLEY BLUEGRASS BAND PAGE 11 of 11



# 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-

				R	A F
STATE OF CALIFORNIA		CONTRACT NUMBER	AM. NO.	FEDERA	L TAXPAYER ID. NUMBER
SHORT FORM CONTRACT		CA 004 4CCE			
(For agreements up to \$9,999 STD. 210 (Revised 6/2003)		SA-094-16GE REGISTRATION NUMBER	-		
Invoice must show contract number,		FOR STATE USE ONLY			
dates, vendor name, address and ph SUBMIT INVOICE IN TRIPLICATE TO		CTD 204 DAVA DONELLE	M ATTACHI	-D C	DITITION CAMALL DUICINICO
nd -		STD. 204 $\ \square$ N/A $\ \square$ ON FILE CCCs $\ \square$ N/A $\ \square$ ON FILE			RTIFIED SMALL BUSINESS RTIFICATE NUMBER
32 <sup>nd</sup> District Agricultural Asso	ociation	DVBE% N/A	GFE	_	
Orange County Fair 88 Fair Drive		Late reason			
Costa Mesa, CA 92626		☐ Public Works Contractor's Li	cense		
The parties to this agreemer	nt are:				
STATE AGENCY'S NAME, hereafter ca		CONTRACTOR'S NAME, herea	fter called the <b>(</b>	Contractor	
32 <sup>ND</sup> DISTRICT AGRICULTUR		HENRY SCHMOLLER F/			
			O/O ILXAO	HOUGE	AICLI
2. The agreement term is from		nrough07/24/16			
3. The maximum amount paya		suant to the following cha	•		
Wages/Labor \$					(Attach list if applicable.)
4. Payment Terms (Note: All pa		ONE TIME PAYMENT (Lum	p sum)	] MONTHL	LY  QUARTERLY
ITEMIZED INVOICE					
<ol> <li>The Contractor agrees to fur agrees to comply with the te exact detail what is to be don</li></ol>	rms and conditions identifience, where it is to be done a	d below which are made	a part hereo	f by this re	
Exhibit B – Budget Detail a Exhibit C – General Terms Exhibit D – Special Terms	s and Conditions (Attache				
EXHIBITS (Items checked in this box a	re hereby incorporated by referen	ce and made a part of this Agree	ement by this re	ference as i	if attached hereto.)
☐ GTC*SF <u>610</u> ☐ ☐ ☐	IA* *If not attac	hed, view at www.ols.dgs.ca	gov/Standard	l+Languag	e.
Other Exhibits (List) CCC-307 a	ttached hereto as part of thi	s agreement.			
In Witness Whereof, this agreem	ent has been executed by the	e parties identified below:			
STATE OF CA	•		CONTRA		
AGENCY NAME		CONTRACTOR'S NAME (I partnership, etc.)	f other than an	individual, s	tate whether a corporation,
32 <sup>ND</sup> DISTRICT AGRICULTUR	AL ASSOCIATION	HENRY SCHMOLLE	R F/S/O TEX	(AS HOU	SE PARTY
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)			DATE SIGNED
		Za.			
PRINTED NAME AND TITLE OF PERS		PRINTED NAME AND TITI	E OF PERSO	N SIGNING	
Ken Karns, Vice President, O Michele Richards, Vice President		Henry Schmoller			
Development Testing Trees	Joint, Buomood				
ADDRESS		ADDRESS / PHONE / EMA		405 :	A
88 Fair Drive, Costa Mesa, CA	3415 McLaughlin Av (310) 398-6621	enue, Suite	105, Los	Angeles, CA 90066	
FUND TITLE	ITEM	FISCAL YEAR CHAP	PTER ST	ATUTE	OBJECT CODE
Operating	5780-70				
I hereby certify upon my own personal i		SIGNATURE OF ACCOUN	TING OFFICE	3	DATE SIGNED
available for the period and purpose of		<u>~</u>			



### **EXHIBIT A – SCOPE OF WORK**

### **CONTRACTOR AGREES:**

- A. To provide the entertainment group "Texas House Party" on the Meadows Stage from July 20 July 24 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. 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. 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 Meadows 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 waive venue merchandise split provided Contractor sells.
- 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 TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00) upon satisfactory completion of work herein required on Sunday, July 24, 2016.

-End Exhibit A-

# SA-094-16GE HENRY SCHMOLLER F/S/O TEXAS HOUSE PARTY PAGE 3 of 11



# **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

# **BUDGET DETAIL**:

District Account #: 5780-70

# **PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of work herein required on Sunday, July 24, 2016.

-End Exhibit B-



#### **GTC 610**

## 1. APPROVAL:

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

#### 2. AMENDMENT:

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

### 3. ASSIGNMENT:

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

### 4. AUDIT:

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

### 5. INDEMNIFICATION:

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

### 6. DISPUTES:

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

# 7. TERMINATION FOR CAUSE:

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



#### 8. INDEPENDENT CONTRACTOR:

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

### 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:

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# 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:
  - "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. <u>UNENFORCEABLE PROVISION</u>:

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-



#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

## 1. STATEMENT OF COMPLIANCE:

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

# 2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

# 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



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

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

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

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

# 5. EXPATRIATE CORPORATIONS:

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

# 6. SWEATFREE CODE OF CONDUCT:

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

# 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

# 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

### 3. AMERICANS WITH DISABILITIES ACT:

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

# 4. CONTRACTOR NAME CHANGE:

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

# 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

### 6. RESOLUTION:

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

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# 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-

			R	A F	
STATE OF CALIFORNIA	CONTRACT NUMBER	AM. N	O. FEDER	AL TAXPAYER ID. NUMBER	
SHORT FORM CONTRACT	CA 005 4005				
(For agreements up to \$9,999.99) STD. 210 (Revised 6/2003)	SA-095-16GE REGISTRATION NUMBER	<del>,</del>			
	NEGIOTIVITON NOMBEN	`			
Invoice must show contract number, itemized expenses, service	FOR STATE USE ON	JI V			
dates, vendor name, address and phone number.	TOR STATE OSE ON	<b>1</b> L 1			
SUBMIT INVOICE IN TRIPLICATE TO:				ERTIFIED SMALL BUSINESS	
32 <sup>nd</sup> District Agricultural Association	CCCs N/A ON DVBE % N/A			ERTIFICATE NUMBER	
Orange County Fair	Late reason		·		
88 Fair Drive	Public Works Contracto				
Costa Mesa, CA 92626	Exempt from bidding				
The parties to this agreement are:					
STATE AGENCY'S NAME, hereafter called the <b>District</b> .	CONTRACTOR'S NAME, I	nereafter called	the Contractor		
32 <sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION	DIEGO BARQUINER	0			
2. The agreement term is from <b>07/29/16</b>	through <b>08/14/16</b>	<u> </u>			
3. The maximum amount payable is \$ 6,000.00 p	ursuant 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)	MONTH	ILY QUARTERLY	
☐ ITEMIZED INVOICE ☐ OTHER					
agrees to comply with the terms and conditions identi exact detail what is to be done, where it is to be done   ☑ ADDITIONAL PAGES ATTACHED  Exhibit A – Scope of Work – Clown Entertainment Exhibit B – Budget Detail and Payment Provisions Exhibit C – General Terms and Conditions (Attach Exhibit D – Special Terms and Conditions (Attach Exhibit E – Insurance Requirements (Attached he	nt at 2016 OC Fair s ned hereto as part of the ed hereto as part of the	ifications, if a	applicable.)	•	
EXHIBITS (Items checked in this box are hereby incorporated by refer	•	•		,	
	ached, view at www.ols.dg	gs.ca.gov/Star	ndard+Langua	ge.	
Other Exhibits (List) See Section 5 above.					
In Witness Whereof, this agreement has been executed by	the parties identified be		ITD A OTOD		
STATE OF CALIFORNIA AGENCY NAME	CONTRACTOR'S NA		NTRACTOR an an individual.	state whether a corporation,	
	partnership, etc.)	partnership, etc.)			
BY (Authorized Signature)  BY (Authorized Signature)  DATE SIGNED	DIEGO BARQUIN  BY (Authorized Signat			DATE SIGNED	
,		turo)		DATE GIGINED	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Ken Karns, Vice President, Operations or	T KIIVIED IV WIE 7 IVE	The state of the s			
Michele Richards, Vice President, Business	Diego Barquiner	о			
Development	ABBBEOG / BUONE	/ <b>53.4.4.</b> !!			
ADDRESS		ADDRESS / PHONE / EMAIL 9103 Bestel Avenue, Garden Grove, CA 92844			
88 Fair Drive, Costa Mesa, CA 92626	(805) 231-7570				
FUND TITLE ITEM					
I GIAD TITLE TIEW	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE	
Operating 5780-70	FISCAL YEAR SIGNATURE OF ACC			OBJECT CODE  DATE SIGNED	



# **EXHIBIT A – SCOPE OF WORK**

### **CONTRACTOR AGREES:**

- A. To provide entertainment as, "Veekay 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 work herein required on Sunday, August 14, 2016.

-End Exhibit A-

SA-095-15GE DIEGO BARQUINERO PAGE 3 of 14



# **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 work herein required on Sunday, August 14, 2016.

-End Exhibit B-



#### **EXHIBIT C – GENERAL TERMS AND CONDITIONS**

#### **GTC 610**

#### 1. APPROVAL:

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

#### 2. AMENDMENT:

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

#### 3. ASSIGNMENT:

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

#### 4. AUDIT:

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

#### 5. INDEMNIFICATION:

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

#### 6. DISPUTES:

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

## 7. TERMINATION FOR CAUSE:

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



### **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:
  - "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. <u>UNENFORCEABLE PROVISION</u>:

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-

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#### **EXHIBIT D - SPECIAL TERMS AND CONDITIONS**

#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

#### 1. STATEMENT OF COMPLIANCE:

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

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

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

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

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

### 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



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

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

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

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

#### 5. EXPATRIATE CORPORATIONS:

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

### 6. SWEATFREE CODE OF CONDUCT:

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

## 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

# 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

#### 3. AMERICANS WITH DISABILITIES ACT:

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

#### 4. CONTRACTOR NAME CHANGE:

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

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

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

#### 6. RESOLUTION:

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



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

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

# 8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



#### **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 any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

### b. Automobile Liability

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

# c. Workers' Compensation

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

## d. Medical Malpractice

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

## e. Liquor Liability

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



### **EXHIBIT E - INSURANCE REQUIREMENTS (CONT.)**

#### 4. Cancellation Notice:

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

#### 5. Certificate Holder:

- a. For Individual Events Only Fair, along with fair's address, is listed as the certificate holder:
  - 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
- b. For Master Insurance Certificates Only California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

# 6. Insurance Company:

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

#### 7. Insured:

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

<u>OR</u>

#### B. <u>CFSA Special Events Program:</u>

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

<u>OR</u>

#### 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).

<u>OR</u>

#### 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. <u>Primary Coverage</u>:

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-

				R	A	F
STATE OF CALIFORNIA		CONTRACT NUMBER	AM. NO	D. FEDER	AL TAXPA	YER ID. NUMBER
SHORT FORM CONTRACT		SA-102-16GE				
(For agreements up to \$9,999 STD. 210 (Revised 6/2003)	.99)	REGISTRATION NUMBER	3			
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dates, vendor name, address and ph SUBMIT INVOICE IN TRIPLICATE TO						
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32 <sup>nd</sup> District Agricultural Asso	ociation	CCCs	IFILE ⊠ATTA A □ GFE		ERTIFICAT	E NUMBER
Orange County Fair		Late reason		_		
88 Fair Drive		Public Works Contracto	or's License			
Costa Mesa, CA 92626		Exempt from bidding _				
1. The parties to this agreemen						
STATE AGENCY'S NAME, hereafter ca	alled the <b>District</b> .	CONTRACTOR'S NAME,	hereafter called	the <b>Contractor</b>		
32 <sup>ND</sup> DISTRICT AGRICULTUR	AL ASSOCIATION	ALICE BETHIA WAL	LACE			
2. The agreement term is from		through <b>08/14/16</b>				
3. The maximum amount paya		ursuant to the following	· ·			
Wages/Labor \$	Parts/Supplies \$	Taxes \$	Other \$ _	1,500.00	(Attach	list if applicable.)
4. Payment Terms (Note: All pa	ayments are in arrears.)	ONE TIME PAYMENT	(Lump sum)	☐ MONTH	ILY 🗌	QUARTERLY
☐ ITEMIZED INVOICE	OTHER					
□ ADDITIONAL PAGES ATTACHE     □ Exhibit A − Scope of Work     □ Exhibit B − Budget Detail a     □ Exhibit C − General Terms     □ Exhibit D − Special Terms     □ Exhibit D − Special Terms	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)					
	IA* *If not atta	iched, view at www.ols.do	gs.ca.gov/Stan	dard+Langua	ge.	
Other Exhibits (List) See Section	on 5 above.					
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In Witness Whereof, this agreem	*	the parties identified be		ITRACTOR		
AGENCY NAME		CONTRACTOR'S NA			state whet	her a corporation,
22ND DISTRICT ACRICULTUR	AL ACCOCIATION	partnership, etc.)	A/ALL ACE			
32 <sup>ND</sup> DISTRICT AGRICULTUR BY (Authorized Signature)	DATE SIGNED	ALICE BETHIA V  BY (Authorized Signa				DATE SIGNED
	BATTE OF OTTE		itaro)			BATTE GIGINED
PRINTED NAME AND TITLE OF PERS	CON SICNING	PRINTED NAME AND	TITLE OF BEE	SON SICNING	<u> </u>	
Ken Karns, Vice President, O		PRINTED NAME AND	J IIILE OF PER	RSON SIGNING	י	
Michele Richards, Vice President, Business		Alice B. Wallace	, Artist			
Development  ADDRESS   ADDRESS / PHONE / EMAIL						
88 Fair Drive, Costa Mesa, CA 92626		1006 Ferndale A	1006 Ferndale Avenue, Fullerton, CA 92831 (949) 280-5613 alice@alicewallacemusic.com			
FUND TITLE	ITEM	. ,	CHAPTER	STATUTE		T CODE
			I = IX			. 3022
Operating	5780-70	SIGNATURE OF ACC	COUNTING OFF	I ICER	1	DATE SIGNED
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		are				



#### **EXHIBIT A – SCOPE OF WORK**

#### **CONTRACTOR AGREES:**

- A. To provide entertainment as "Alice Wallace" on the Meadows Stage from August 10 August 14 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. 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.
- G. 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.
- 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 the Meadows 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 waive venue merchandise split provided Contractor sells.
- 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 ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) upon satisfactory completion of work herein required on Sunday, August 14, 2016.

-End Exhibit A-

### SA-102-16GE ALICE BETHIA WALLACE PAGE 3 of 11



# **EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

# **BUDGET DETAIL**:

District Account #: 5780-70

# **PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of work herein required on Sunday, August 14, 2016.

-End Exhibit B-



#### **EXHIBIT C – GENERAL TERMS AND CONDITIONS**

#### **GTC 610**

### 1. APPROVAL:

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

#### 2. AMENDMENT:

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

#### 3. ASSIGNMENT:

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

#### 4. AUDIT:

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

#### 5. INDEMNIFICATION:

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

#### 6. DISPUTES:

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

## 7. TERMINATION FOR CAUSE:

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



#### **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:
  - "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. <u>UNENFORCEABLE PROVISION</u>:

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

#### 18. PRIORITY HIRING CONSIDERATIONS:

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



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

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

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

#### **20. LOSS LEADER:**

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

-End Exhibit C-



#### **CCC-307 CERTIFICATION**

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

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

#### **CONTRACTOR CERTIFICATION CLAUSES**

#### 1. STATEMENT OF COMPLIANCE:

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

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

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

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

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

## 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



#### 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 <a href="https://www.dir.ca.gov">www.dir.ca.gov</a>, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

## 7. DOMESTIC PARTNERS:

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

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

#### 1. CONFLICT OF INTEREST:

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

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

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



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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

#### 3. AMERICANS WITH DISABILITIES ACT:

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

#### 4. CONTRACTOR NAME CHANGE:

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

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

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

#### 6. RESOLUTION:

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



### 7. AIR OR WATER POLLUTION VIOLATION:

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

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

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

-End Exhibit D-

# MAY 2016 BOARD OF DIRECTORS MEETING

RA#	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-025-16	International Speedway, Inc.	International Speedway, Inc.	Motorcycle Races	Action Sports Arena	2016 Speedway Season	\$55,167.00
R-033-16	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Consumer Show	Costa Mesa Building	09/26/16-10/02/16	\$30,176.50
R-035-16	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	04/06/16-04/07/16	\$12,549.50
R-049-16	626 Night Market	OC Night Market - Asian Food Festival	Food Festival	OC Promenade, Parking Lot I	05/11/16-05/16/16	\$90,603.27
R-060-16	Calvary Chapel Costa Mesa	Calvary Chapel Costa Mesa: Easter at Pacific Amphitheatre	Easter Services	Pacific Amphitheatre	03/24/16-03/27/16	\$94,010.00
R-084-16	Orange County Wine Society	Orange County Wine Society - BBQ	BBQ	The Courtyard	05/15/16	\$1,814.00
R-093-16	MIND Research Institute	MIND Math Fair	Math Fair	Costa Mesa Buiilding, Santa Ana Pavilion	11/05/16	\$22,584.50
R-107-16	Quinceanera Magazaine dba Quinceanera Magazine OC	Quinceanera Expo	Quinceanera Show	Anaheim Building	05/21/16-05/22/16	\$9,032.50
R-109-16	Roy Englebrecht Promotions	Fight Club OC - June Special Edition	MMA	The Hangar	06/02/16-06/03/16	\$13,642.50
R-110-16	FITCON LA / FITCON OC dba FITCON LA	FITCON OC	Consumer Show - Fitness	The Hangar	05/13/16-05/15/16	\$18,024.50
R-112-16	Jackson-Dawson Communications	MBUSA E-Class Tour	Sales Training	Baja Blues Restaurant, The Hangar, Lot G	05/16/16-05/19/16	\$30,844.50
R-115-16	Put On The BRAKES Inc	B.R.A.K.E.S. Teen Pro-Active Driving School	Vehicle Training	Parking Lot G	05/20/16-05/22/16	\$5,336.00
R-119-16	Invicta Fighting Championships	Invicta FC 17	MMA	The Hangar	05/06/16-05/07/16	\$21,539.50
R-124-16	Leap of Faith Adventures, Inc dba JK Dots	Parking Space Rental	Parking Space Rental	Lot G	01/01/16-12/31/16	January - December \$8 per space per day
R-128-16	Concrete Images	Concrete Images - Still Photo Shoot	Photo Shoot	Pacific Amphitheatre Stage, Plaza Pacifica	05/05/16	\$8,043.00
R-129-16	Slingshot Owners Event	So Cal Spring Sling	Ride and Drive	Lot D	05/21/16	\$5,638.00
R-130-16	Donald J. Trump For President, Inc.	Donald J. Trump For President, Inc Political Rally	Political Rally	Pacific Amphitheatre	04/27/16-04/28/16	\$39,670.00
FT-041-16	StuffNit Burgers LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-044-16	Salvatore Search Chuck Search dba The Buffalo Truck	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-050-16	Eat, Like, Royalty, LLC dba Paloma's Paletas	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

FORM F-31	
REVIEWED	

EODM E 21

APPROVED

AGREEMENT NO. **R-025-16**DATE May 16, 2016
FAIRTIME
INTERIM **XX** 

#### RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and International Speedway, Inc. hereinafter, called the Rentor

#### WITNESSETH:

 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

#### 2016 Speedway Season

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:

#### International Speedway, Inc.

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

#### \$55,167,00

- 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.

International Speedway, Inc. P.O. Box 3334 San Clemente, CA 92674		32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626			
By Date	e:	By	Date:		
Title: Brad Oxley, Owner		Title: Kathy Kramer, Ch	ief Executive Officer		

# **EXHIBIT A - May 7, 2016**

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H'V/O	nt li	nfor	mati	On

Event Name:International Speedway, Inc. (Spring Classic / Jack Milne Cup / Sidecars) Contract No:R-025-16Contact Person:Brad OxleyPhone:(949) 492-9933Event Dates:05/07/2016Hours:Gates Open: 6:00 PM - 10:00 PM

Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$8.00 General Parking (Lot I and G) **Projected Attendance:** 3,000

		Fee	

Facility and/or Area Fees	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Action Sports Arena	05/07/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	05/07/2016 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

Estimated Equipment Fees

Serintion Data-Time Units Pata Actual

	Estimated Equipment 1 ces							
<b>Description</b>	<b>Date-Time</b>	<u>U</u> 1	<u>nits</u>	<u>Rate</u>	<u>Actual</u>			
Barricade (Metal)	N/A	N/A	A	15.00 EA	N/A			
Barricade (Plastic)	Included (Spectator Safety)	125.0	0 EA	$0.00\mathrm{EA}$	No Charge			
Bleacher Rental	Per Payment Schedule	1.0	0 EA	1,700.00 EVT	1,700.00			
Chair	Estimate 195	195.0	0 EA	0.50 EA	97.50			
Dumpster	Estimate 8	8.0	0 EA	18.00 EA	144.00			
Electrical Splitter Box	Estimate 1	1.0	0 EA	55.00 EA	55.00			
Forklift	TBD	TBI	) HR	75.00 HR	TBD			
Marquee Board (7 Consecutive Days)	05/01/2016 - 05/07/2016	1.0	0 WK	450.00 WK	Included			
Sweeper (In-House)	Estimate 2 Hours	2.0	0 HR	75.00 HR	150.00			
Sound System	Included (In Facility)	1.0	0 DAY	0.00 DAY	No Charge			

Total: 2,146.50

Reimbursable Personnel Fees						
<b>Description</b>	<u>Date-Time</u>	<u>Units</u>	Rate	<b>Actual</b>		
<b>Event Operations</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	20.00 HR	180.00		
Janitorial Attendant	05/07/2016 05:30 PM - 10:30 PM	2.00 EA	20.00 HR	200.00		
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00		
Clean Up						
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00		
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00		
Event Sales & Services Event Coordinator	05/07/2016 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00		
Safety & Security Security Attendant	05/07/2016 05:00 PM - 10:30 PM	2.00 EA	20.00 HR	220.00		
Outside Services Orange County Sheriff Services Trash Collection & Sweeping Services	05/07/2016 05:30 PM - 10:00 PM Estimate Only	N/A 1.00 EA	N/A 517.50 EVT	N/A 517.50		

Total: 1,567.50

Summary

Facility Rental Total \$2,500.00 Estimated Equipment, Reimbursable Personnel and Services Total \$3,714.00

**Grand Total:** \$6,214.00

**Payment Schedule** 

 Payment Schedule
 Due Date
 Amount

 First Payment
 05/10/2016
 \$6,214.00

**Payment Total:** \$6,214.00

Please Remit Payment in \*Check Only\*

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

# **EXHIBIT A - May 21, 2016**

Event	

Event Name:International Speedway, Inc. (AMA National Championship Series Round 1 / Juniors)Contract No:R-025-16Contact Person:Brad OxleyPhone:(949) 492-9933Event Dates:05/21/2016Hours:Gates Open: 6:00 PM - 10:00 PM

Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$8.00 General Parking (Lot I and G) **Projected Attendance:** 3,000

Facility Rental Fees
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Facility and/or Area Fees	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Action Sports Arena	05/21/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	05/21/2016 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

	Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Un</u>	<u>its</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00	EA	$0.00\mathrm{EA}$	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	1,700.00 EVT	1,700.00
Chair	Estimate 195	195.00	EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00	EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00 EA	55.00
Forklift	TBD	TBD	HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	05/15/2016 - 05/21/2016	1.00	WK	450.00 WK	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00	DAY	$0.00\mathrm{DAY}$	No Charge

Total: 2,146.50

	Reimbursable Personnel Fees			
<b>Description</b>	<u>Date-Time</u>	<u>Units</u>	Rate	<u>Actual</u>
Event Operations				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	20.00 HR	180.00
Janitorial Attendant	05/21/2016 05:30 PM - 10:30 PM	2.00 EA	20.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
CI II				
Clean Up Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR 20.00 HR	160.00
Jamtoriai Attendant	Estillate 8 Hours	8.00 HK	20.00 HK	100.00
Event Sales & Services				
Event Coordinator	05/21/2016 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
Safety & Security				
Security Attendant	05/21/2016 05:00 PM - 10:30 PM	2.00 EA	20.00 HR	220.00
Outside Services				
Orange County Sheriff Services	05/21/2016 05:30 PM - 10:00 PM	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
			75. 4. 1	1.565.50
	S		Total:	1,567.50
E W. D. (1874)	Summary			Φ <b>2 5</b> 00 00
Facility Rental Total	1 10 : 7 (1			\$2,500.00
Estimated Equipment, Reimbursable Per	sonnel and Services Total			\$3,714.00
		C	rand Total:	¢6 214 00
		G	rand Total:	\$6,214.00

Payment Schedule

 Payment Schedule
 Due Date
 Amount

 First Payment
 05/24/2016
 \$6,214.00

**Payment Total:** \$6,214.00

Please Remit Payment in \*Check Only\*

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

# EXHIBIT A - June 4, 2016

	nation

Event Name:International Speedway, Inc. (Harley Night #1 / Speedway / Sidecars)Contract No:R-025-16Contact Person:Brad OxleyPhone:(949) 492-9933Event Dates:06/04/2016Hours:Gates Open: 6:00 PM - 10:00 PM

Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$8.00 General Parking (Lot I and G) **Projected Attendance:** 3,000

Facility	Rents	al Fees

Facility and/or Area Fees	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Action Sports Arena	06/04/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	06/04/2016 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Barricade (Metal)	N/A	N/A	15.00 EA	N/A	
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	$0.00\mathrm{EA}$	No Charge	
Bleacher Rental	Per Payment Schedule	1.00 EA	1,700.00 EVT	1,700.00	
Chair	Estimate 195	195.00 EA	0.50 EA	97.50	
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00	
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00	
Forklift	TBD	TBD HR	75.00 HR	TBD	
Marquee Board (7 Consecutive Days)	05/29/2016 - 06/04/2016	1.00 WF	450.00 WK	Included	
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Sound System	Included (In Facility)	1.00 DA	Y 0.00 DAY	No Charge	

Total: 2,146.50

			Total:	2,146.50
	Reimbursable Personnel Fees			
<b>Description</b>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	20.00 HR	180.00
Janitorial Attendant	06/04/2016 05:30 PM - 10:30 PM	2.00 EA	20.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Clean Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Enough Colon & Countries				
Event Sales & Services Event Coordinator	06/04/2016 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
Event Coordinator	00/04/2010 03:30 PM - 10:00 PM	1.00 EA	40.00 nK	180.00
Safety & Security				
Security Attendant	06/04/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Security Priceroanic	03/3 1// 2010 00100 11/1 10/00 11/1	211	20.001111	
Outside Services				
Orange County Sheriff Services	Estimate Only 06/04/2016 05:30 PM - 10:00 PM	4.00 EA	1,800.00 EVT	1,800.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
			Total:	3.587.50

Total: 3,587.50

Summary

Facility Rental Total \$2,500.00 Estimated Equipment, Reimbursable Personnel and Services Total \$5,734.00

Grand Total: \$8,234.00

**Payment Schedule** 

 Payment Schedule
 Due Date
 Amount

 First Payment
 06/07/2016
 \$8,234.00

**Payment Total:** \$8,234.00

Please Remit Payment in \*Check Only\*

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

# **EXHIBIT A - June 11, 2016**

EXHIBIT A - Julie 11, 2016				
	Event Information			
<b>Event Name:</b>	International Speedway, Inc. (450x / Speedway / Juniors)	Contract No:	R-025-16	
<b>Contact Person:</b>	Brad Oxley	Phone:	(949) 492-9933	
<b>Event Dates:</b>	06/11/2016	Hours: Gates	Open: 6:00 PM - 10:00 PM	
		]	Races: 7:30 PM - 10:00 PM	
<b>Admission Price:</b>	Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00			
Vehicle Parking Fo	ee: \$8.00 General Parking (Lot I and G)	Projected Attenda	nce: 3,000	
	Facility Rental Fees			
Facility and/or Are	ea Fees <u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	

 Facility and/or Area Fees
 Date-Time
 Activity
 Actual

 Saturday
 Action Sports Arena
 06/11/2016 06:30 PM - 10:00 PM
 Event
 2,500.00

 Baja Blues Restaurant
 06/11/2016 06:30 PM - 10:00 PM
 Event
 No Charge

Total: 2,500.00 **Estimated Equipment Fees** Date-Time **Description Units** Rate **Actual** 15.00 EA Barricade (Metal) Estimate 30 N/A N/A Barricade (Plastic) Included (Spectator Safety) 125.00 EA  $0.00\,\mathrm{EA}$ No Charge Bleacher Rental Per Payment Schedule 1.00 EA 1,700.00 EVT 1,700.00 Estimate 195 Chair 195.00 EA 0.50 EA 97.50 Dumpster Estimate 8 8.00 EA 18.00 EA 144.00 **Electrical Splitter Box** Estimate 1 1.00 EA 55.00 EA 55.00 Forklift **TBD** TBD HR 75.00 HR **TBD** 06/05/2016 - 06/11/2016 Marquee Board (7 Consecutive Days) 1.00 WK 450.00 WK Included Estimate 2 Hours 2.00 HR Sweeper (*In-House*) 75.00 HR 150.00 Included (In Facility) 1.00 DAY  $0.00\,\mathrm{DAY}$ Sound System No Charge

2,146.50 Total: **Reimbursable Personnel Fees Description Date-Time Units** Rate **Actual Event Operations** Grounds Attendant - Arena Prep Estimate 9 Hours 9.00 HR 20.00 HR 180.00 06/11/2016 05:30 PM - 10:30 PM Janitorial Attendant 2.00 EA 20.00 HR 200.00 Electrician Estimate 1 Hour 1.00 HR 50.00 HR 50.00 Clean Up Estimate 3 Hours 60.00 Grounds Attendant 3.00 HR  $20.00\,\mathrm{HR}$ Janitorial Attendant Estimate 8 Hours 8.00 HR 20.00 HR 160.00 **Event Sales & Services Event Coordinator** 06/11/2016 05:30 PM - 10:00 PM 1.00 EA  $40.00\,\mathrm{HR}$ 180.00 Safety & Security Security Attendant 06/11/2016 05:00 PM - 10:30 PM 2.00 EA 20.00 HR 220.00 **Outside Services** Orange County Sheriff Services 06/11/2016 05:30 PM - 10:00 PM N/A N/A N/A 1.00 EA 517.50 EVT Trash Collection & Sweeping Services Estimate Only 517.50 **Total:** 1,567.50 **Summary** 

Grand Total: \$6,214.00

**Payment Schedule** 

 Payment Schedule
 Due Date
 Amount

 First Payment
 06/14/2016
 \$6,214.00

**Payment Total:** \$6,214.00

\$2,500.00

\$3,714.00

Please Remit Payment in \*Check Only\*

Facility Rental Total

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

Estimated Equipment, Reimbursable Personnel and Services Total

# EXHIBIT A - August 20, 2016

Even		

Event Name:International Speedway, Inc. (Harley Night #2 / Speedway / Sidecars)Contract No:R-025-16Contact Person:Brad OxleyPhone:(949) 492-9933Event Dates:08/20/2016Hours:Gates Open: 6:00 PM - 10:00 PM

Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$8.00 General Parking (Lot I and G) **Projected Attendance:** 3,000

Facility	Rental Fees

<u>Facility and/or Area Fees</u> Saturday	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Action Sports Arena	08/20/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	08/20/2016 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	$0.00\mathrm{EA}$	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,300.00 EVT	1,300.00
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	08/14/2016 - 08/20/2016	1.00 WK	450.00 WK	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DA	Y 0.00 DAY	No Charge

Total: 1,746.50

	Reimbursable Personnel Fees			,
<b>Description</b>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	20.00 HR	180.00
Janitorial Attendant	08/20/2016 05:30 PM - 10:30 PM	2.00 EA	20.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Clean Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Event Sales & Services Event Coordinator	08/20/2016 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
Safety & Security Security Attendant	08/20/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Outside Services Orange County Sheriff Services	Estimate Only 08/20/2016 05:30 PM - 10:00 PM	4.00 EA	1,800.00 EVT	1,800.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
			Total:	3,587.50

Total: 3,587.50

Summary

Facility Rental Total \$2,500.00 Estimated Equipment, Reimbursable Personnel and Services Total \$5,334.00

**Grand Total:** \$7,834.00

**Payment Schedule** 

 Payment Schedule
 Due Date
 Amount

 First Payment
 08/23/2016
 \$7,834.00

Payment Total: \$7,834.00

Please Remit Payment in \*Check Only\*

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

EX	HIBIT A - September 1	0, 2016	
	Event Information		
Event Name: International Spee Contact Person: Brad Oxley Event Dates: 09/10/2016	dway, Inc. (Speedway Bonanza / Juniors)		R-025-16 (949) 492-9933 00 PM - 10:00 PM 00 PM - 10:00 PM
Admission Price: Adult: \$20.00 Juni Vehicle Parking Fee: \$8.00 General P	or: \$15.00 Senior: \$15.00 Child: \$10.00 arking (Lot I and G)	Projected Attendance:	3,000
Ü	Facility Rental Fees		
Facility and/or Area Fees Saturday	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Action Sports Arena	09/10/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	09/10/2016 06:30 PM - 10:00 PM	Event	No Charge
		Total:	2,500.00
	Estimated Equipment Fees		
Description Barricade (Metal) Barricade (Plastic) Bleacher Rental Chair Dumpster Electrical Splitter Box Forklift Marquee Board (7 Consecutive Days) Sweeper (In-House) Sound System  Description Event Operations Grounds Attendant - Arena Prep Janitorial Attendant Electrician	Date-Time N/A Included (Spectator Safety) Per Payment Schedule Estimate 195 Estimate 8 Estimate 1 TBD 09/04/2016 - 09/10/2016 Estimate 2 Hours Included (In Facility)  Reimbursable Personnel Fees Date-Time  Estimate 9 Hours 09/10/2016 05:30 PM - 10:30 PM Estimate 1 Hour	Units         Rate           N/A         15.00 EA           125.00 EA         0.00 EA           1.00 EA         1,433.33 EV           195.00 EA         0.50 EA           8.00 EA         18.00 EA           1.00 EA         55.00 EA           TBD HR         75.00 HR           1.00 WK         450.00 WK           2.00 HR         75.00 HR           1.00 DAY         0.00 DA           Total:           Units         Rate           9.00 HR         20.00 HR           2.00 EA         20.00 HR           1.00 HR         50.00 HR	No Charge T 1,433.33 97.50 144.00 55.00 TBD Included 150.00 Y No Charge 1,879.83  Actual  180.00 200.00
Clean Up Grounds Attendant Janitorial Attendant  Event Sales & Services Event Coordinator  Safety & Security Security Attendant	Estimate 3 Hours Estimate 8 Hours 09/10/2016 05:30 PM - 10:00 PM 09/10/2016 05:00 PM - 10:30 PM	3.00 HR 20.00 HR 8.00 HR 20.00 HR 1.00 EA 40.00 HR 2.00 EA 20.00 HR	160.00
Outside Services	09/10/2016 05:00 PM - 10:50 PM	2.00 EA 20.00 HR	220.00

Orange County Sheriff Services09/10/2016 05:30 PM - 10:00 PMN/AN/AN/ATrash Collection & Sweeping ServicesEstimate Only1.00 EA517.50 EVT517.50

Total: 1,567.50

Summary
Facility Rental Total

\$2,500.00 \$3,447.33

Estimated Equipment, Reimbursable Personnel and Services Total

\$5,947.33

**Payment Schedule** 

<u>Due Date</u> <u>Amount</u>

Payment Schedule
First Payment

09/13/2016 \$5,947.33

**Payment Total:** \$5,947.33

**Grand Total:** 

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

# EXHIBIT A - September 24, 2016

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H' 🛪	ent	Info	rme	ation

Event Name:International Speedway, Inc. (48th U.S. National Speedway Championship)Contract No:R-025-16Contact Person:Brad OxleyPhone:(949) 492-9933Event Dates:09/24/2016Hours:Gates Open: 6:00 PM - 10:00 PM

Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$8.00 General Parking (Lot I and G) **Projected Attendance:** 3,000

Facility	Rental Fees
----------	-------------

Facility and/or Area Fees Saturday	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Action Sports Arena	09/24/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	09/24/2016 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

Estimated Equipment Fees				
<u>Description</u>	Date-Time	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 25	25.00 EA	15.00 EA	375.00
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	$0.00\mathrm{EA}$	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,433.33 EVT	1,433.33
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	09/18/2016 - 09/24/2016	1.00 WK	450.00 WK	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DA	Y 0.00 DAY	No Charge

Total: 2,254.83

09/27/2016

**Payment Total:** 

\$6,542.33

\$6,542.33

			Total:	2,254.05
	Reimbursable Personnel Fees			
<b>Description</b>	<u>Date-Time</u>	<u>Units</u>	Rate	<u>Actual</u>
Event Operations				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	20.00 HR	180.00
Janitorial Attendant	09/24/2016 05:30 PM - 10:30 PM	2.00 EA	20.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
CI II				
Clean Up Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
	Estimate 8 Hours	8.00 HR	20.00 HR 20.00 HR	160.00
Janitorial Attendant	Estimate 8 Hours	8.00 HK	20.00 HK	160.00
Event Sales & Services				
Event Coordinator	09/24/2016 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
Event coordinator	03/2 1/2010 03:30 1111 10:00 1111	1.00 2.11	10.001110	100.00
Safety & Security				
Security Attendant	09/24/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Outside Services				
Orange County Sheriff Services	09/24/2016 05:30 PM - 10:00 PM	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
			m 1	1 505 50
	G		Total:	1,787.50
E The Day I May 1	Summary			# <b>2 5</b> 00 00
Facility Rental Total	1 10 : 7.41			\$2,500.00
Estimated Equipment, Reimbursable Pers	sonnei and Services Total			\$4,042.33
		C	rand Total:	\$6,542.33
	Dogmont Schodulo	G	Tanu Totan	φυ,342.33
Dormant Cahadula	Payment Schedule	D.,	o Doto	Amaunt
Payment Schedule		<u>Du</u>	<u>e Date</u>	<u>Amount</u>

Please Remit Payment in \*Check Only\*

First Payment

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

# EXHIBIT A - October 1, 2016

-			•			
- H	ven	t Ir	nta	rm	ofi	On

Event Name:International Speedway, Inc. (Harley Night Finals / Sidecar National)Contract No:R-025-16Contact Person:Brad OxleyPhone:(949) 492-9933Event Dates:10/01/2016Hours:Gates Open: 6:00 PM - 10:00 PM

Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$8.00 General Parking (Lot I and G) **Projected Attendance:** 3,000

Facility	Ren	tal Fees
r acmit	V IXCII	iai i ccs

Facility and/or Area Fees	<u>Date-Time</u>	<b>Activity</b>	<b>Actual</b>
Saturday			
Action Sports Arena	10/01/2016 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	10/01/2016 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	Rate	<u>Actual</u>	
Barricade (Metal)	N/A	N/A	15.00 EA	N/A	
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	$0.00\mathrm{EA}$	No Charge	
Bleacher Rental	Per Payment Schedule	1.00 EA	1,433.34 EVT	1,433.34	
Chair	Estimate 195	195.00 EA	0.50 EA	97.50	
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00	
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00	
Forklift	TBD	TBD HR	75.00 HR	TBD	
Marquee Board (7 Consecutive Days)	09/25/2016 - 10/01/2016	1.00 WK	450.00 WK	Included	
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Sound System	Included (In Facility)	1.00 DAY	0.00 DAY	No Charge	

Total: 1,879.84

			1 otal:	1,879.84	
	Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	Rate	<u>Actual</u>	
Event Operations					
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	20.00 HR	180.00	
Janitorial Attendant	10/01/2016 05:30 PM - 10:30 PM	2.00 EA	20.00 HR	200.00	
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00	
Clean Up					
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00	
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00	
Event Sales & Services	10/01/2015 05 20 DM 10 00 DM	100 54	40.00 HD	100.00	
Event Coordinator	10/01/2016 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00	
Cofety & Committee					
Safety & Security Security Attendant	10/01/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00	
Security Attendant	10/01/2010 03:00 FM - 10:30 FM	4.00 EA	20.00 HK	440.00	
Outside Services					
Orange County Sheriff Services	Estimate Only 10/01/2016 05:30 PM - 10:00 PM	4.00 EA	1,800.00 EVT	1,800.00	
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50	
Trash eshection & Sweeping Bet vices	250mme Gmj	1.00 12/1	217.202.1	517.50	
			Total:	3,587.50	
				•	

10001

Summary

Facility Rental Total \$2,500.00 Estimated Equipment, Reimbursable Personnel and Services Total \$5,467.34

**Grand Total:** \$7,967.34

**Payment Schedule** 

 Payment Schedule
 Due Date
 Amount

 First Payment
 10/04/2016
 \$7,967.34

**Payment Total:** \$7,967.34

Please Remit Payment in \*Check Only\*

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

REVIEWED_	
APPROVED	

FORM F-31

AGREEMENT NO. **R-033-16**DATE May 16, 2016
FAIRTIME
INTERIM **XX** 

#### RENTAL AGREEMENT

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

#### WITNESSETH:

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

#### September 26 - October 2, 2016

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

#### See Exhibit A

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

#### **Sugar Plum Arts & Crafts Festivals**

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

#### \$30,176.50

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees 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.

Sugar Plum Festivals 2005 Palo Verde Avenue, Suite 318 Long Beach, CA 90815		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	Ву	Date:		
Title: Camilla Richter, Pro	moter	Title: Michele A. Rich	nards, V.P. Business Development		

EXHIBIT A - October					
	Event Information				
Event Name: Sugar Plum Arts & Camilla Richter Event Dates: 09/29/2016 - 10/01  Admission Price: Free		Contract No: Phone: Hours:	(562 Thursday: 9:00 AM Friday: 9:00 AM Saturday: 9:00 AM	- 8:00 PM	
			Saturday. 9.00 AM	- 3.00 FWI	
Vehicle Parking Fee: \$8.00 General Parking	<u> </u>	Projected Atte	endance:	2,000	
Fortitus and/on Area Frag	Facility Rental Fees	A -4114		A 0401	
Facility and/or Area Fees Monday	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>	
Costa Mesa Building (#10)	09/26/2016 03:00 PM - 10:00 PM	Move In		1,025.00	
<b>Tuesday</b> Costa Mesa Building (#10)	09/27/2016 08:00 AM - 10:00 PM	Move In		2,050.00	
Wednesday Costa Mesa Building (#10)	09/28/2016 08:00 AM - 10:00 PM	Move In		2,050.00	
<b>Thursday</b> Costa Mesa Building (#10)	09/29/2016 09:00 AM - 08:00 PM	Event		4,100.00	
Friday Costa Mesa Building (#10)	09/30/2016 09:00 AM - 08:00 PM	Event		4,100.00	
Saturday Costa Mesa Building (#10)	10/01/2016 09:00 AM - 05:00 PM	Event		4,100.00	
Sunday Costa Mesa Building (#10)	10/02/2016 06:00 AM - 12:00 PM	Move O	ut	No Charge	
-Move out must be completed by 12:00 Noo	on on Sunday - October 2, 2016 to avoid additional cha	rges.	Total:	17,425.00	
	<b>Estimated Equipment Fees</b>				
Description 5.5 MB Later 1 Description	<u>Date-Time</u>	Units	Rate	Actual	
5.5 MB Internet - Dynamic IP Dumpster	09/29/2016 - 10/01/2016 Estimate 14	1.00 EA 14.00 EA	50.00 EA/DAY 18.00 EA	150.00 252.00	
Electrical Usage Rate	Estimate 14 Estimate Only	1.00 EA	1,500.00 EVT	1,500.00	
Hang Tag - 3 Day	Estimate 135	135.00 EA	12.00 EA	1,620.00	
Marquee Board (7 Consecutive Days)	09/25/2016 - 10/01/2016	1.00 WK	450.00 WK	Included	
Portable Electronic Message Board	09/29/2016 - 10/01/2016	2.00 EA	75.00 EA/DAY	450.00	
Public Address System (Per Building)	09/28/2016 - 10/01/2016	1.00 EA	75.00 EA/DAY	300.00	
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00	
	Reimbursable Personnel Fees		Total:	4,572.00	
Description	Date-Time	<u>Units</u>	Rate	<u>Actual</u>	
Event Operations	Date-Time	<u>Circs</u>	Kate	Actual	
Set Up					
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00	
Event Day					
Grounds Attendant Lead	09/29/2016 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00	
Grounds Attendant	09/29/2016 08:00 AM - 08:00 PM	1.00 EA	20.00 HR	240.00	
Janitorial Attendant	09/29/2016 08:00 AM - 08:00 PM	2.00 EA	20.00 HR	480.00	
Grounds Attendant Lead	09/30/2016 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00	
Grounds Attendant	09/30/2016 08:00 AM - 08:00 PM	1.00 EA	20.00 HR	240.00	
Janitorial Attendant	09/30/2016 08:00 AM - 08:00 PM	2.00 EA	20.00 HR	480.00	

10/01/2016 08:00 AM - 05:00 PM

10/01/2016 08:00 AM - 05:00 PM

10/01/2016 08:00 AM - 05:00 PM

Grounds Attendant Lead

Grounds Attendant

Janitorial Attendant

270.00

180.00

360.00

1.00 EA

1.00 EA

2.00 EA

 $30.00\,\mathrm{HR}$ 

 $20.00\,\mathrm{HR}$ 

 $20.00\,\mathrm{HR}$ 

# **EXHIBIT A - October**

	Event Information				
Clean Up				20.00.	4.00.00
Grounds Attendant Lead Grounds Attendant	Estimate 4 Hours Estimate 8 Hours	4.00 8.00		30.00 HR 20.00 HR	120.00 160.00
Janitorial Attendant	Estimate 8 Hours	8.00		20.00 HR 20.00 HR	160.00
Jamorai / Mchain	Estimate o Hours	0.00	ш	20.00 HK	100.00
<b>Event Sales &amp; Services</b>					
Event Coordinator	09/29/2016 08:00 AM - 08:00 PM	1.00		40.00 HR	480.00
Event Coordinator	09/30/2016 08:00 AM - 08:00 PM	1.00		40.00 HR	480.00
Event Coordinator	10/01/2016 08:00 AM - 05:00 PM	1.00	EA	40.00 HR	360.00
<u>Parking</u>					
Parking Attendant Lead	Estimate 10 Hours	10.00		30.00 HR	300.00
Parking Attendant	Estimate 20 Hours	20.00	HR	20.00 HR	400.00
<b>Technology</b>					
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00 EVT	100.00
	,				
<u>Insurance</u>					
S.E.L.I. Insurance	09/29/2016 - 10/01/2016	3.00	EA	225.00 EA/DAY	675.00
(Includes coverage for move-in/mov	e-out period listed on Rental Agreement)				
Outside Services					
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00 HR	394.50
					< <=0 =0
				Total:	6,679.50
	Summary				
Facility Rental Total	,				\$17,425.00
Estimated Equipment, Reimbursable	Personnel and Services Total				\$11,251.50
Refundable Deposit					\$1,500.00
		G	Frand	Total:	\$30,176.50
			, i ana	Total.	φουμποιου
	Payment Schedule				
Payment Schedule			<u>Dı</u>	e Date	Amount
First Payment				26/2016	\$1,000.00
Second Payment Third Payment				27/2016 27/2016	\$9,725.50 \$9,725.50
Fourth Payment				26/2016	\$9,725.50
				Total:	\$30,176.50
	P	ayme	nt To	tal:	\$30,176.50
	*	3			

Please Remit Payment in \*Check Only\*

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

FORM F-31	AGREEMEN	Т NO. <b>R-035-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	•
	INTERIM	XX
ADDDOVED		

#### RENTAL AGREEMENT

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

#### WITNESSETH:

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

#### April 6 - 7, 2016

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

#### See Exhibit A

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

#### Fight Club OC

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

#### \$12,549,50

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

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

Roy Englebrecht Promotions P.O. Box 10205 Newport Beach, CA 92658		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	Ву	Date:		
Title: Roy Englebrecht, Owner		Title: Michele Richar	Title: Michele Richards, V.P. Business Developmen		

# **EXHIBIT A - April**

**Event Information** 

 Event Name:
 Fight Club OC
 Contract No:
 R-035-16

 Contact Person:
 Roy Englebrecht
 Phone:
 (949) 760-3131

 Event Date:
 04/07/2016
 Hours:
 Happy Hour: 5:30 - 7:30 PM at Baja Blues

Doors: 6:30 PM

 Admission Prices:
 Adult:
 \$40.00 - \$80.00
 Event:
 7:30 PM - 9:30 PM

Vehicle Parking Fee: \$8.00 General ParkingProjected Attendance:1,200

	Facility Rental Fees		
Facility and/or Area Fees	<b>Date-Time</b>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	04/06/2016 06:00 AM - 11:00 PM	Move In	500.00

Thursday

The Hangar 04/07/2016 05:30 PM - 09:30 PM Event 2,000.00

			Total:	2,500.00
Estimated Equipment Fees				
<b>Description</b>	Date-Time	<u>Units</u>	<u>Rate</u>	<b>Actual</b>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangle)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift	Estimate 5 Hours (Suites)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	04/07/2016	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	04/07/2016	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD

		Total:	5,420.00
Reimbursable Personnel Fees			
Date-Time	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
			200.00
Estimate 2 Hours	2.00 HR	50.00 HR	100.00
04/07/2016 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
04/07/2016 05:30 PM - 09:30 PM	2.00 EA	20.00 HR	160.00
04/07/2016 05:30 PM - 09:30 PM	2.00 EA	20.00 HR	160.00
04/07/2016 05:30 PM - 09:30 PM	1.00 EA	50.00 HR	200.00
Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Estimate 2 Hours	2.00 HR	50.00 HR	100.00
04/07/2016 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
	Estimate 10 Hours Estimate 2 Hours  04/07/2016 05:30 PM - 09:30 PM  Estimate 5 Hours Estimate 10 Hours Estimate 4 Hours Estimate 2 Hours	Date-Time       Units         Estimate 10 Hours       10.00 HR         Estimate 2 Hours       2.00 HR         04/07/2016 05:30 PM - 09:30 PM       1.00 EA         04/07/2016 05:30 PM - 09:30 PM       2.00 EA         04/07/2016 05:30 PM - 09:30 PM       2.00 EA         04/07/2016 05:30 PM - 09:30 PM       1.00 EA         Estimate 5 Hours       5.00 HR         Estimate 10 Hours       10.00 HR         Estimate 4 Hours       4.00 HR         Estimate 2 Hours       2.00 HR	Reimbursable Personnel Fees           Date-Time         Units         Rate           Estimate 10 Hours         10.00 HR         20.00 HR           Estimate 2 Hours         2.00 HR         50.00 HR           04/07/2016 05:30 PM - 09:30 PM         1.00 EA         30.00 HR           04/07/2016 05:30 PM - 09:30 PM         2.00 EA         20.00 HR           04/07/2016 05:30 PM - 09:30 PM         2.00 EA         20.00 HR           04/07/2016 05:30 PM - 09:30 PM         1.00 EA         50.00 HR           Estimate 5 Hours         5.00 HR         30.00 HR           Estimate 10 Hours         10.00 HR         20.00 HR           Estimate 4 Hours         4.00 HR         20.00 HR           Estimate 2 Hours         2.00 HR         50.00 HR

## **Parking**

# **EXHIBIT A - April**

	<b>Event Information</b>			
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Safety & Security	04/05/0014 04 15 DM 10 15 DM	1.00 17.4	20.00110	120.00
Security Attendant Lead	04/07/2016 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	04/07/2016 04:30 PM - 08:30 PM	2.00 EA	20.00 HR	160.00
Security Attendant	04/07/2016 06:15 PM - 10:15 PM	9.00 EA	20.00 HR	720.00
<b>Technology</b>				
Technology Attendant	Estimate 1 Hour	1.00 HR	40.00 HR	40.00
Outside Services				
Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
			Total:	4,129.50
	Summary			,
Facility Rental Total				\$2,500.00
Estimated Equipment, Reimbursable Pers	sonnel and Services Total			\$9,549.50
Refundable Deposit				\$500.00
			Grand Total:	\$12,549.50
	Payment Schedule		Grana Total.	φ12,547.50
Dormont Schodulo			Duo Doto	Amount
Payment Schedule First Payment			<b><u>Due Date</u></b> 03/23/2016	<u>Amount</u> \$6,500.00
Second Payment (Balance)			03/30/2016	\$6,049.50
			Total:	\$12,549.50
Please Damit Full Payment in *Cheek		Pay	ment Total:	\$12,549.50

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

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

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2016 (not inclusive of the 2016 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

## **CHAIRS**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

## **COMPLIMENTARY PARKING PASSES**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Spectra, the OCFEC Master Concessionaire.

## V.I.P. PARKING/SEASON PASS HOLDERS

# **EXHIBIT A - April**

## **Event Information**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.



FORM F-31	AGREEMENT NO.	R-049-16
	DATE	May 16, 2016
REVIEWED	FAIRTIME	
	INTERIM X	XX
APPROVED		

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 626 Night Market 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 11 - 16, 2016

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

## See Exhibit A

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

## OC Night Market (Asian Food Festival)

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

#### \$90,603,27

- 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.

626 Night Market P.O. Box 3772 Alhambra, CA 91803		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Ву	Date:	Ву	Date:		
Γitle: Jonny Hwang, Promoter		Title: Kathy Kramer,	Chief Executive Officer		

**Event Information** 

 Event Name:
 OC Night Market (Asian Food Festival)
 Contract No:
 R-049-16

 Contact Person:
 Jonny Hwang
 Phone:
 (626) 765-5066

 Event Dates:
 05/13/2016 - 05/15/2016
 Hours:
 Friday:
 4:00 PM - 12:00 AM

 Saturday:
 4:00 PM - 12:00 AM

**Admission Price:** 

Sunday: 4:00 PM - 10:00 PM

<b>Vehicle Parking Fee:</b> \$8.00 General Parking <b>Projected Attendance:</b> 20,000 - 30
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Adult: \$5.00 Child: 6 & Under Free

venicie Parking Fee: \$8.00 General Parking		Projected Attendance:	20,000 - 30,000		
Facility Rental Fees					
Facility and/or Area Fees	<u>Date-Time</u>	<b>Activity</b>	<u>Actual</u>		
Wednesday					
OC Promenade (The Span)	05/11/2016 07:00 AM - 05:00 PM	Move In	1,000.00		
Parking Lot I	05/11/2016 07:00 AM - 05:00 PM	Move In	900.00		
Thursday	05/12/2017 02 00 VM 05 00 DM	. M. I	1 000 00		
OC Promenade (The Span)	05/12/2016 07:00 AM - 05:00 PM	Move In	1,000.00		
Parking Lot I	05/12/2016 07:00 AM - 05:00 PM	Move In	900.00		
Friday					
OC Promenade (The Span)	05/13/2016 04:00 PM - 12:00 AM	Event	2,000.00		
Parking Lot I	05/13/2016 04:00 PM - 12:00 AM	Event	1,800.00		
I alking Lot I	03/13/2010 04.00 TW - 12.00 AW	Event	1,000.00		
Saturday					
OC Promenade (The Span)	05/14/2016 04:00 PM - 12:00 AM	Event	2,000.00		
Parking Lot I	05/14/2016 04:00 PM - 12:00 AM	Event	1,800.00		
8			-,		
Sunday					
OC Promenade (The Span)	05/15/2016 04:00 PM - 10:00 PM	Event	2,000.00		
Parking Lot I	05/15/2016 04:00 PM - 10:00 PM	Event	1,800.00		
-					
Monday					
OC Promenade (The Span)	05/16/2016 10:00 AM - 05:00 PM	Move Out	No Charge		
Parking Lot I	05/16/2016 10:00 AM - 05:00 PM	Move Out	No Charge		

-Move out must be completed by 5:00 PM on Monday - May 16, 2016 to avoid additional charges.	Total:	15,200.00			
Estimated Equipment Foos					

Estimated Equipment Fees				
<u>Description</u>	Date-Time	<u>Units</u>	<b>Rate</b>	<b>Actual</b>
40 Yard Dumpster	Estimate 5	5.00 EA	132.87 EA	664.35
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Metal/Plastic)	Estimate 120	120.00 EA	15.00 EA	1,800.00
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Concrete Base (For Stage Banner)	Estimate 4	4.00 EA	75.00 EA	300.00
Dumpster	Estimate 50	50.00 EA	18.00 EA	900.00
Electrical Splitter Box	Estimate 55	55.00 EA	55.00 EA	3,025.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 65	65.00 HR	75.00 HR	4,875.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	4.00 EA	400.00
Hang Tag - 3 Day	Estimate 340	340.00 EA	12.00 EA	4,080.00
Information Booth	TBD	TBD EA	150.00 EA	TBD
Light Tower	TBD	TBD EA	400.00 EA	TBD
Man Lift (Banners)	Estimate 6	6.00 HR	75.00 HR	450.00
Marquee Board	04/18/2016 - 05/15/2016	4.00 WK	$450.00{ m WK}$	Included
Picnic Table (Rectangular & Round)	Estimate 40	40.00 EA	15.00 EA	600.00
Portable Electronic Message Board	05/13/2016 - 05/15/2016	2.00 EA	75.00 EA/DAY	450.00
Propane & Diesel	TBD	TBD EA	90.00 EVT	TBD
Sand Bag	TBD	TBD EA	0.50 EA	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stage Electrical	TBD	TBD EA	TBD EVT	TBD
Stanchion	Estimate 25	25.00 EA	5.00 EA	125.00
Sweeper (In-House)	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Ticket Booth (Double Window)	Estimate 6	6.00 EA	100.00 EA	600.00
Tonnage Weight (40 Yard Dumpster)	Estimate 18	18.00 TON	49.44 TON	889.92
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD

Total: 22,744.27

	EXTIDIT A - Iviay			
	Event Information			
Description	Reimbursable Personnel Fees Date-Time	<u>Units</u>	<u>Rate</u>	Actual
Event Operations	Date-Time	<u>emts</u>	Kate	Actual
Set Up				
Grounds Attendant	Estimate 68 Hours	68.00 HR	20.00 HR	1,360.00
Janitorial Attendant	Estimate 32 Hours	32.00 HR	20.00 HR	640.00
Electrician	Estimate 40 Hours	40.00 HR	50.00 HR	2,000.00
Plumber	Estimate 10 Hours	10.00 HR	50.00 HR	500.00
<b>Event Days</b>				
Grounds Attendant Lead	05/13/2016 03:00 PM - 05/14/2016 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	05/13/2016 07:00 AM - 03:30 PM	3.00 EA	20.00 HR	510.00
Grounds Attendant	05/13/2016 03:00 PM - 05/14/2016 02:00 AM	8.00 EA	20.00 HR	1,760.00
Janitorial Attendant Janitorial Attendant	05/13/2016 03:00 PM - 05/14/2016 02:00 AM 05/13/2016 06:00 PM - 05/14/2016 02:00 AM	12.00 EA 5.00 EA	20.00 HR 20.00 HR	2,640.00 800.00
Electrician	05/13/2016 03:00 PM - 05/14/2016 02:00 AM	1.00 EA	50.00 HR	550.00
Plumber	TBD	TBD EA	50.00 HR	TBD
Grounds Attendant Lead	05/14/2016 03:00 PM - 05/15/2016 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	05/14/2016 07:00 AM - 03:30 PM	3.00 EA	20.00 HR	510.00
Grounds Attendant	05/14/2016 03:00 PM - 05/15/2016 02:00 AM	8.00 EA	20.00 HR	1,760.00
Janitorial Attendant	05/14/2016 03:00 PM - 05/15/2016 02:00 AM	12.00 EA	20.00 HR	2,640.00
Janitorial Attendant	05/14/2016 06:00 PM - 05/15/2016 02:00 AM	5.00 EA	20.00 HR	800.00
Electrician	05/14/2016 03:00 PM - 05/15/2016 02:00 AM	1.00 EA	50.00 HR	550.00
Plumber	TBD	TBD EA	50.00 HR	TBD
Grounds Attendant Lead	05/15/2016 03:00 PM - 05/16/2016 12:00 AM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/15/2016 07:00 AM - 03:30 PM	3.00 EA	20.00 HR	510.00
Grounds Attendant	05/15/2016 03:00 PM - 05/16/2016 12:00 AM	7.00 EA	20.00 HR	1,260.00
Janitorial Attendant	05/15/2016 02:00 PM - 10:00 PM	12.00 EA	20.00 HR	1,920.00
Janitorial Attendant	05/15/2016 04:00 PM - 05/16/2016 12:00 AM	5.00 EA	20.00 HR	800.00
Electrician Plumber	05/15/2016 03:00 PM - 05/16/2016 12:00 AM TBD	1.00 EA TBD EA	50.00 HR 50.00 HR	450.00 TBD
Tunioci	TDD	IDD LA	30.00 TIK	100
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 48 Hours Estimate 32 Hours	48.00 HR	20.00 HR	960.00
Janitorial Attendant Electrician	Estimate 32 Hours Estimate 16 Hours	32.00 HR 16.00 HR	20.00 HR 50.00 HR	640.00 800.00
Plumber	Estimate 10 Hours	10.00 HR 10.00 HR	50.00 HR 50.00 HR	500.00
	Estimate 10 110ars	10.00 111	30.001110	300.00
Event Sales & Services Event Coordinator	05/13/2016 02:00 PM - 05/14/2016 12:30 AM	1.00 EA	40.00 HR	420.00
Event Coordinator  Event Coordinator	05/14/2016 02:00 PM - 05/15/2016 12:30 AM 05/14/2016 02:00 PM - 05/15/2016 12:30 AM	1.00 EA 1.00 EA	40.00 HR 40.00 HR	420.00
Event Coordinator  Event Coordinator	05/15/2016 02:00 PM - 10:30 PM	1.00 EA 1.00 EA	40.00 HR	340.00
	00/10/2010 02/00 1/11 1/0/00 1/11	1100 211	10100 1111	2.0.00
Parking Set Up				
Parking Attendant Lead	05/12/2016 Estimate 24 Hours	24.00 HR	30.00 HR	720.00
Parking Attendant	05/12/2016 Estimate 54 Hours	54.00 HR	20.00 HR	1,080.00
Safety & Security				
Set Up				
Security Attendant Overnight	05/12/2016 10:30 PM - 05/13/2016 09:30 AM	2.00 EA	20.00 HR	440.00
<b>Event Days</b>				
Security Attendant Lead	05/13/2016 03:30 PM - 05/14/2016 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	05/13/2016 03:30 PM - 05/14/2016 12:30 AM	10.00 EA	20.00 HR	1,800.00
Security Attendant Overnight	05/13/2016 10:30 PM - 05/14/2016 09:30 AM	2.00 EA	20.00 HR	440.00
Security Attendant Lead	05/14/2016 03:30 PM - 05/15/2016 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	05/14/2016 03:30 PM - 05/15/2016 12:30 AM	10.00 EA	20.00 HR	1,800.00
Security Attendant Overnight	05/14/2016 10:30 PM - 05/15/2016 09:30 AM	2.00 EA	20.00 HR	440.00
Security Attendant Lead	05/15/2016 03:30 PM - 10:30 PM	1.00 EA	30.00 HR	210.00
Security Attendant	05/15/2016 03:30 PM - 10:30 PM	10.00 EA	20.00 HR	1,400.00
Security Attendant Overnight	05/15/2016 10:30 PM - 05/16/2016 09:30 AM	2.00 EA	20.00 HR	440.00

## **Event Information**

Summary				
			Total:	49,659.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	3,800.00 EVT	3,800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00 HR	263.00 HR	789.00
Sound Engineer	05/15/2016 03:00 PM - 09:30 PM	1.00 EA	750.00 DAY	750.00
Sound Engineer	05/14/2016 03:00 PM - 10:30 PM	1.00 EA	750.00 DAY	750.00
Sound Engineer	05/13/2016 03:00 PM - 10:30 PM	1.00 EA	750.00 DAY	750.00
Orange County Sheriffs	05/15/2016 (Estimate Only)	2.00 EA	1,550.00 DAY	1,550.00
Orange County Sheriffs	05/14/2016 (Estimate Only)	2.00 EA	1,550.00 DAY	1,550.00
Orange County Sheriffs	05/13/2016 (Estimate Only)	2.00 EA	1,550.00 DAY	1,550.00
Emergency Medical Services	05/15/2016 03:00 PM - 10:30 PM	3.00 EA	20.00 HR	450.00
Emergency Medical Services	05/14/2016 03:00 PM - 05/15/2016 12:30 AM	3.00 EA	20.00 HR	570.00
Emergency Medical Services	05/13/2016 03:00 PM - 05/14/2016 12:30 AM	3.00 EA	20.00 HR	570.00
Outside Services Costa Mesa Police Department	TBD	TBD EA	TBD EVT	TBD

Summai y

Facility Rental Total		\$15,200.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$72,403.27
Refundable Deposit		\$3,000.00

**Grand Total:** \$90,603.27

## **Payment Schedule**

Payment Schedule		<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)		Upon Signing	\$3,800.00
Second Payment		04/11/2016	\$86,803.27

Total: \$90,603.27

Payment Total: \$90,603.27

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.

### **CARGO CONTAINERS**

Cargo Containers that measure 100 feet wide and are double stacked must be used as a sound barrier to mitigate any noise originating from the OC Night Market stage located in Lot I.

## FOOD & BEVERAGE VENDOR FEE

626 Night Market agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than May 9, 2016. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

## **FUTURE TERMS**

Future terms and agreements are subject to change.

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

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

## **Event Information**

## PEPSI BEVERAGES

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

## 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 Friday and Saturday, and by 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, 626 Night Market must comply with request.

By:	Date:	By:	Date:
Title: Jonny Hwang, Promoter		Title: Kathy Kran	ner, Chief Executive Officer
By:	_ Date:	_	
Title: Juan Quintero, Spectra Ge	eneral Manager		

FORM F-31	AGREEMEN	T NO. <b>R-060-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	
	INTERIM	XX
ADDDOVED		

THIS AGREEMENT by and between the  $32^{nd}$  District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Calvary Chapel Costa Mesa 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 24 - 27, 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:

## Calvary Chapel Costa Mesa: Easter at Pacific Amphitheatre

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

#### \$94 010 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.

Calvary Chapel Costa Mesa 3800 South Fairview Street Santa Ana, CA 92704		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Зу	Date:	Ву	Date:		
Гitle: Colin McLean, Pr	oduction Director	Title: Michele A. Ri	chards, V.P. Business Development		

**Event Information** 

Event Name:Calvary Chapel Costa Mesa: Easter at Pacific AmphitheatreContract No:R-060-16Contact Person:Colin McLeanPhone:(714) 949-4422

**Event Dates:** 03/25/2016 & 03/27/2016 **Hours:** Friday Service: Doors: 6:00 PM

7:00 PM - 9:30 PM

Sunday Services: Doors: 5:00 AM

6:00 AM & 10:00 AM

Admission Price: Free		
Vehicle Parking Fee: \$8.00	Projected Attendance:	13,500

			- ,				
Facility Rental Fees							
Facility and/or Area Fees	Date-Time	<u>Activity</u>	<u>Actual</u>				
Thursday							
Pacific Amphitheatre	03/24/2016 08:00 AM - 08:00 PM	Move In	4,400.00				
Parking Lot D	03/24/2016 08:00 AM - 08:00 PM	Move In	225.00				
Friday							
Pacific Amphitheatre	03/25/2016 12:00 PM - 09:30 PM	Event	8,800.00				
Parking Lot D	03/25/2016 12:00 PM - 09:30 PM	Event	450.00				
Saturday							
Pacific Amphitheatre	03/26/2016 08:00 AM - 08:00 PM	Move In/Rehearsal	4,400.00				
Parking Lot D	03/26/2016 08:00 AM - 08:00 PM	Move In/Rehearsal	225.00				
Sunday							
Pacific Amphitheatre	03/27/2016 05:00 AM - 02:00 PM	Event	8,800.00				
Parking Lot D	03/27/2016 05:00 AM - 02:00 PM	Event	450.00				

-Move out must be completed by 6:00 PM on Sunday - March 27, 2016 to avoid additional charges. Total: 27,750.00

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	Rate	<b>Actual</b>	
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD	
Barricade (Plastic)	Estimate 60	60.00 EA	15.00 EA	900.00	
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00	
Chair (Individual)	Estimate 100	100.00 EA	2.50 EA	250.00	
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00	
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00	
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00	
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00	
Marquee Board (4 Weeks)	02/29/2016 - 03/27/2016	4.00 WK	$450.00\mathrm{WK}$	Included	
Portable Electronic Message Board	03/25/2016 & 03/27/2016	2.00 EA	75.00 EA/DAY	300.00	
Scissor Lift	TBD	TBD HR	75.00 HR	TBD	
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	

			Total:	3,890.00
	Reimbursable Personnel Fees			
<b>Description</b>	Date-Time	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Janitorial - Backstage Restrooms				
Janitorial Attendant	Estimate 2 Hours - Thursday	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimate 8 Hours - Friday PM	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 4 Hours - Saturday AM	4.00 HR	20.00 HR	80.00
	Good Friday Evening Service			
<b>Event Operations</b>	Doors: 6:00 PM/Event: 7:00 PM - 9:30 PM			
Good Friday				

Good Friday				
Grounds Attendant Lead	03/25/2016 05:00 PM - 10:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	03/25/2016 05:00 PM - 10:00 PM	3.00 EA	20.00 HR	300.00
Janitorial Attendant (Concourse)	03/25/2016 05:00 PM - 10:00 PM	8.00 EA	20.00 HR	800.00
Janitorial Attendant (Stage)	03/25/2016 05:00 PM - 10:00 PM	1.00 EA	20.00 HR	100.00
Plumber	03/25/2016 05:00 PM - 10:00 PM	1.00 EA	50.00 HR	250.00
Electrician	03/25/2016 05:00 PM - 10:00 PM	1.00 EA	50.00 HR	250.00
Event Sales & Services				

 Event Sales & Services

 Event Coordinator
 03/25/2016 05:00 PM - 10:00 PM
 1.00 EA
 40.00 HR
 200.00

	Event Information			
Parking	Event information			
Parking Attendant Lead	03/25/2016 05:00 PM - 10:00 PM	1.00 EA	30.00 HR	150.00
Parking Attendant	03/25/2016 05:00 PM - 10:00 PM	8.00 EA	20.00 HR	800.00
2				
Safety & Security				
Security Attendant Lead	03/25/2016 05:30 PM - 10:30 PM	1.00 EA	30.00 HR	150.00
Security Attendant	03/25/2016 05:30 PM - 10:30 PM	10.00 EA	20.00 HR	1,000.00
	Easter Sunday Sunrise Service			
<b>Event Operations</b>	Doors: 5:00 AM/Service: 6:00 AM - 7:30 AM			
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 20 Hours	20.00 HR	20.00 HR	400.00
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
<b>Event Day</b>				
Grounds Attendant Lead	03/27/2016 04:00 AM - 07:30 AM	1.00 EA	30.00 HR	105.00
Grounds Attendant	03/27/2016 04:00 AM - 07:30 AM	4.00 EA	20.00 HR	280.00
Janitorial Attendant Lead	03/27/2016 04:00 AM - 07:30 AM	1.00 EA	30.00 HR	105.00
Janitorial Attendant	03/27/2016 04:00 AM - 07:30 AM	10.00 EA	20.00 HR	700.00
Event Sales & Services				
Event Coordinator	03/27/2016 04:00 AM - 07:30 AM	1.00 EA	40.00 HR	140.00
<b>.</b>				
Parking	02/07/0016 04 00 AM 07 20 AM	2.00 EA	20.00 HD	210.00
Parking Attendant Lead	03/27/2016 04:00 AM - 07:30 AM	2.00 EA	30.00 HR	210.00
Parking Attendant	03/27/2016 04:00 AM - 07:30 AM	8.00 EA	20.00 HR	560.00
Safety & Security				
Security Attendant Lead	03/27/2016 04:00 AM - 07:30 AM	1.00 EA	30.00 HR	105.00
Security Attendant	03/27/2016 04:00 AM - 07:30 AM	10.00 EA	20.00 HR	700.00
	Easter Sunday Service			
<b>Event Operations</b>	Doors: 9:00 AM/Service: 10:00 AM			
Event Day				
Grounds Attendant Lead	03/27/2016 07:30 AM - 12:00 PM	1.00 EA	30.00 HR	135.00
Grounds Attendant	03/27/2016 07:30 AM - 12:00 PM	4.00 EA	20.00 HR	360.00
Janitorial Attendant Lead	03/27/2016 07:30 AM - 12:00 PM	1.00 EA	30.00 HR	135.00
Janitorial Attendant	03/27/2016 07:30 AM - 12:00 PM	10.00 EA	20.00 HR	900.00
Clean Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant Lead Grounds Attendant	Estimate 15 Hours	15.00 HR	20.00 HR	300.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
2300030000		2.00 1110	20.001111	100.00
Event Sales & Services				
Event Coordinator	03/27/2016 07:30 AM - 12:00 PM	1.00 EA	40.00 HR	180.00
Parking				
Parking Attendant Lead	03/27/2016 07:30 AM - 12:00 PM	2.00 EA	30.00 HR	270.00
Parking Attendant	03/27/2016 07:30 AM - 12:00 PM	8.00 EA	20.00 HR	720.00
Safety & Security				
Security Attendant - Overnight	03/24/2016 08:00 PM - 03/25/2016 08:00 AM	1.00 EA	20.00 HR	240.00
Security Attendant - Overnight	03/25/2016 10:00 PM - 03/26/2016 08:00 AM	1.00 EA	20.00 HR	200.00
Security Attendant - Overnight	03/26/2016 10:00 PM - 03/27/2016 04:00 AM	1.00 EA	20.00 HR	120.00
Security Attendant Lead	03/27/2016 07:30 AM - 12:00 PM	1.00 EA	30.00 HR	135.00
Security Attendant	03/27/2016 07:30 AM - 12:00 PM	10.00 EA	20.00 HR	900.00
•				
Outside Services				
Costa Mesa Police Department Services	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Emergency Medical Services	03/25/2016 05:30 PM - 10:00 PM	3.00 EA	20.00 HR	270.00
Emergency Medical Services	03/27/2016 04:30 AM - 12:30 PM	3.00 EA	20.00 HR	480.00

	Event Information		
Local 504 Union Costs	Estimate Only (Based on 2015 Rates)	1.00 EA 38,000.00 EVT	38,000.00
Rigging Setup & Teardown	Estimate Only	1.00 EA 1,000.00 EVT	1,000.00
Sound Engineer	03/25/2016 - 03/27/2016 Estimate Only	1.00 EA 2,250.00 EVT	2,250.00
Trash Collection & Sweeping Service	Estimate Only	1.00 EVT 4,000.00 EVT	4,000.00
		Total:	60,370.00
	Summary		
Facility Rental Total	•		\$27,750.00
Estimated Equipment, Reimbursable Per	sonnel and Services Total		\$64,260.00
Refundable Deposit			\$2,000.00
		Grand Total:	\$94,010.00
	Payment Schedule		
Payment Schedule		<u>Due Date</u>	<b>Amount</b>
First Payment		02/26/2016	\$5,000.00
Second Payment		03/04/2016	\$44,505.00
Third Payment		03/18/2016	\$44,505.00
		Total:	\$94,010.00
		Payment Total:	\$94,010.00

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.

#### AMENDMENT

Any change to this agreement will be outlined in an amendment to be signed and executed by Calvary Chapel Costa Mesa and OCFEC.

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

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

## **SOUND ORDINANCE**

Per City Ordinance, loud noise is not 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 Friday. Bull horns or similar devices are not allowed. 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, Calvary Chapel Costa Mesa must comply with request.

FORM F-31	
REVIEWED	
APPROVED	

EODM E 21

AGREEMENT NO. **R-084-16**DATE May 16, 2016
FAIRTIME
INTERIM **XX** 

## RENTAL AGREEMENT

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

## WITNESSETH:

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

## May 15, 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 - BBQ

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

### \$1,814.00

- 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.

Orange County Wine Society P.O. Box 11059 Costa Mesa, CA 92627	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626
ByDate:	ByDate:
Title: Fran Gitsham, Treasurer	Title: Michele A. Richards, V.P. Business Development

T	TC	rmation
R.VENI	inia	rmalian

 Event Name:
 Orange County Wine Society - BBQ
 Contract No:
 R-084-16

 Contact Person:
 Liz Corbett
 Phone:
 (714) 342-6652

 Event Dates:
 05/15/2016
 Hours:
 3:00 PM - 7:00 PM

Admission Prices: Member: TBD	O Guest: TBD			
Vehicle Parking Fee: No Charge		Projected Atte	ndance:	130
	Facility Rental Fees			
Facility and/or Area Fees	<u>Date-Time</u>	<b>Activity</b>		<u>Actual</u>
Sunday				
Courtyard	05/15/2016 10:00 AM - 02:00 PM	Move In		No Charge
Courtyard	05/15/2016 03:00 PM - 07:00 PM	Event		275.00
-Move out must be completed by 1	11:59 PM on Sunday - May 15, 2016 to avoid addition	onal charges.	Total:	275.00
	<b>Estimated Equipment Fees</b>			
<b>Description</b>	Date-Time	<u>Units</u>	Rate	<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	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table (Rectangular)	Estimate 22	22.00 EA	15.00 EA	330.00
Sweeper (In-House)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
			Total:	959.00
	Reimbursable Personnel Fees		1 Otal.	757.00
Description	Date-Time	Units	Rate	Actual
Event Operations Set Up		<u> </u>	-	1200000
Grounds Attendant Lead	05/15/2016 10:00 AM - 12:00 PM	1.00 EA	30.00 HR	60.00
Grounds Attendant	05/15/2016 10:00 AM - 12:00 PM	2.00 EA	20.00 HR	80.00
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 2 Hours	2.00 HR	20.00 HR	40.00
			Total:	380.00
	Summary			
Facility Rental Total	Duilliau J			\$275.00
Estimated Equipment, Reimbursable	e Personnel and Services Total			\$1.339.00
Refundable Deposit	e reisonner and bervices rotal			\$200.00
Refundable Deposit				Ψ200.00
		Grand	Total:	\$1,814.00
	Payment Schedule			
Payment Schedule	= 20, 21010 20100010	Du	e Date	Amount
First Payment			8/2016	\$907.00
Second Payment			5/2016	\$907.00
			Total:	\$1,814.00
			101111	Ψ1,017.00

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.

**Payment Total:** 

\$1,814.00

FORM F-31	AGREEMEN	T NO. <b>R-093-16</b>
	DATE	May 16, 2010
REVIEWED	FAIRTIME	-
	INTERIM	XX
APPROVED		

THIS AGREEMENT by and between the  $32^{nd}$  District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and MIND Research Institute hereinafter, called the Rentor

## WITNESSETH:

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

### November 3 - 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:

### **MIND Math Fair**

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

### \$22,584,50

- 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.

MIND Research Institute 111 Academy Drive, Suite 100 Irvine, CA 92617		32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Ву	Date:	Ву	Date:	
Title: Mike Limon Director Eve	nts	Title: Michele A. Richards, V.P. I	Rusiness Develonment	

EXHIBIT A					
Event Name: Contact Person: Event Dates:	MIND Math Fair Mike Limon 11/05/2016	Event Information	Contract No: Phone: Hours:	· ·	R-093-16 2) 713-3544 I - 6:00 PM
Vehicle Parking Fe	ee: \$8.00 General Pa	rking	Projected Att	endance:	4,500
		Facility Rental Fees			
Facility and/or Are	ea Fees	<b>Date-Time</b>	<u>Activity</u>		<u>Actual</u>
Thursday					
Costa Mesa Building	g (#10)	11/03/2016 07:00 AM - 11:00 PM			2,050.00
Santa Ana Pavilion		11/03/2016 07:00 AM - 11:00 PM	Move In		850.00
Friday Costa Mesa Building Santa Ana Pavilion	g (#10)	11/04/2016 07:00 AM - 11:00 PM 11/04/2016 07:00 AM - 11:00 PM			2,050.00 850.00
Saturday					
Costa Mesa Building	g (#10)	11/05/2016 07:00 AM - 06:00 PN	1 Event		4,100.00
Santa Ana Pavilion		11/05/2016 07:00 AM - 06:00 PM	M Event		1,700.00
-Move out must be co	ompleted by 11:59 PM	on Saturday - November 5, 2016 to avoid addition	onal charges.	Total:	11,600.00
<b>Description</b>		Estimated Equipment Fees <u>Date-Time</u>	Unite	Doto	Actual
5.5 MB Internet - D	vnamic ID	TBD	<u>Units</u> TBD EA	<u><b>Rate</b></u> 50.00 EA/DAY	<u>Actual</u> TBD
17.5 MB Internet - I		11/05/2016	2.00 EA	125.00 EA/DAY	250.00
20 Amp Drop	Synamic II	TBD	TBD EA	25.00 EA	TBD
Dumpster		Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Be	ox	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rat		Estimate Only	1.00 EA	700.00EVT	700.00
Hang Tag - 1 Day		TBD	TBD EA	4.00 EA	TBD
Man Lift (Banners)		TBD	TBD HR	75.00HR	TBD
Portable Electronic		11/05/2016	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)		Estimate 4 Hours	4.00 HR	75.00HR	300.00
				Total:	1,580.00
		Reimbursable Personnel Fee	S		
<b>Description</b>		<b>Date-Time</b>	<u>Units</u>	<u>Rate</u>	<b>Actual</b>
<b>Event Operations</b>					
Set Up			4 4 00 777		400.00
Grounds Attendant 1	Lead	Estimate 16 Hours	16.00 HR	30.00 HR	480.00
Grounds Attendant Janitorial Attendant		Estimate 16 Hours Estimate 16 Hours	16.00 HR 16.00 HR	20.00 HR 20.00 HR	320.00 320.00
Electrician		Estimate 8 Hours	8.00 HR	50.00 HR	400.00
Electrician		Estillate o Hours	0.00 1110	30.00 TIK	400.00
<b>Event Day</b>					
Grounds Attendant l	Lead	11/05/2016 06:00 AM - 06:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant		11/05/2016 06:00 AM - 06:00 PM	2.00 EA	20.00 HR	480.00
Janitorial Attendant		11/05/2016 06:00 AM - 06:00 PM	3.00 EA	20.00 HR	720.00
Electrician		11/05/2016 06:00 AM - 06:00 PM	1.00 EA	50.00 HR	600.00
Clean Up					
Grounds Attendant l	Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	***	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant		Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician		Estimate 8 Hours	8.00 HR	50.00 HR	400.00
Event Sales & Serv Event Coordinator	<u>vices</u>	11/05/2016 06:00 AM - 06:00 PM	1.00 EA	40.00 HR	480.00
Parking Parking Attendant		Estimate 6 Hours	6.00 HR	20.00 HR	120.00

	Event Information			
Safety & Security				
Security Attendant - Overnight	11/03/2016 11:00 PM - 11/04/2016 07:00 AM	1.00 EA	20.00 HR	160.00
Security Attendant - Overnight	11/04/2016 11:00 PM - 11/05/2016 07:00 AM	1.00 EA	20.00 HR	160.00
Security Attendant Lead	11/05/2016 07:00 AM - 06:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	11/05/2016 07:00 AM - 06:00 PM	4.00 EA	20.00 HR	880.00
Technology				
Technology Attendant	Estimate 6 Hours	6.00 HR	40.00 HR	240.00
Outside Services				
Emergency Medical Services	11/05/2016 06:00 AM - 06:30 PM	2.00 EA	20.00 HR	500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
			Total:	7,904.50
	Summary			
Facility Rental Total				\$11,600.00
Estimated Equipment, Reimbursable Pe	rsonnel and Services Total			\$9,484.50
Refundable Deposit				\$1,500.00
		Grand	Total:	\$22,584.50
	Payment Schedule			
Payment Schedule		Du	e Date	<b>Amount</b>
First Payment - (25% of Facility Fee)		Upon	Signing	\$2,900.00
Second Payment			04/2016	\$6,561.50
Third Payment			04/2016	\$6,561.50
Fourth Payment		10/0	03/2016	\$6,561.50
			Total:	\$22,584.50
	P	ayment To	tal:	\$22,584.50

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

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.

<sup>\*\*</sup>Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.\*\*

<sup>\*\*\*</sup>ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

FORM F-31	AGREEMEN	NT NO. <b>R-107-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	-
	INTERIM	XX
APPROVED		

THIS AGREEMENT by and between the  $32^{nd}$  District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Quinceanera Magazine dba Quinceanera Magazine OC 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 21 - 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:

## Quinceanera Expo

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

### \$9,032,50

- 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.

Quinceanera Magazine dba Quinceanera Magazine OC 321 West Katella Avenue #448 Anaheim, CA 92802		32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	By	Date:	
Title: Norma Capitanachi,	Director	Title: Michele A. Rio	chards, V.P. Business Development	

_	0		
Event	t Inf	orma	tion

 Event Name:
 Quinceanera Expo
 Contract No:
 R-107-16

 Contact Person:
 Norma Capitanachi
 Phone:
 (714) 916-0134

 Event Dates:
 05/22/2016
 Hours:
 12:00 PM - 5:00 PM

Admission Price: Adult: \$7.00 Child (12 & Under): Free

Ticket Booth (Double Window)

Vehicle Parking Fee: \$8.00 General Parking Projected Attendance: 1,200

vemere rurning ree. \$6.00 General rurning		i i ojecica i ittenaanee.	1,200
	Facility Rental Fees		
Facility and/or Area Fees	<u>Date-Time</u>	<b>Activity</b>	<b>Actual</b>
Saturday Anaheim Building (#16)	05/21/2016 07:00 AM - 03:00 PM	Move In	1,000.00
	03,21,2010 07.00 1111 03.00 1111	1/10 / C III	1,000.00
Sunday Anaheim Building (#16)	05/22/2016 12:00 AM - 05:00 PM	Event	2,000.00

**Total:** 

 $100.00\,\mathrm{EVT}$ 

1.00 EA

3,000.00

100.00

-Move out must be completed by 11:59 PM on Sunday - May 22, 2016 to avoid additional charges.

Estimate 1

**Estimated Equipment Fees** Description **Date-Time** Units Rate **Actual** 5.5 MB Internet Connection TBD EA 50.00 EA/DAY **TBD** TBD 20 Amp Drop TBD TBD EA 25.00 EA TBD Chair (Îndividual) TBD TBD EA 2.50 EA **TBD** Dumpster Estimate 6 6.00 EA 18.00 EA 108.00 Electrical Splitter Box Estimate 2 2.00 EA 55.00 EA 110.00 Electrical Usage Rate Estimate Only 450.00 EVT 450.00 1.00 EA 2.00 EA Forklift Estimate 2 Hours 75.00 HR 150.00 TBD EA Hang Tag - 1 Day **TBD** 4.00 EA **TBD** Marquee Board (7 Consecutive Days) 05/16/2016 - 05/22/2016 1.00 WK  $450.00\,\mathrm{WK}$ Included Portable Electronic Message Board 05/22/2016 2.00 EA 75.00 EA/DAY 150.00 Scissor Lift TBD TBD HR 75.00 HR **TBD** 75.00 HR 150.00 Sweeper (In-House) Estimate 2 Hours 2.00 HR

	uhuusahla Dausanual Easa		_,
		Total:	1,218.00

	Keimbursable Personnel Fees	5		
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	Rate	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
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 Day				
Grounds Attendant Lead	05/22/2016 10:00 AM - 05:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	05/22/2016 10:00 AM - 05:00 PM	1.00 EA	20.00 HR	140.00
Janitorial Attendant	05/22/2016 10:00 AM - 05:00 PM	2.00 EA	20.00 HR	280.00
Electrician	05/22/2016 10:00 AM - 05:00 PM	1.00 EA	50.00 HR	350.00
Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00
E4 Calan O Camaian				
Event Sales & Services Event Coordinator	05/22/2016 10:00 AM - 05:00 PM	1.00 EA	40.00 HR	280.00
Parking	T. d	0.00 HD	20.00 HD	240.00
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	05/22/2016 11:30 AM - 05:30 PM	1.00 EA	20.00 HR	120.00

	Event Information			
Technology Technology Attendant	Flat Fee (Audio Configuration) TBD	TBD EA	100.00 EVT	TBD
Outside Services Emergency Medical Services State Fire Marshal	5/22/2016 11:30 AM - 5:30 PM Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	2.00 EA 1.50 HR	20.00 HR 263.00 HR	240.00 394.50
			Total:	3,314.50
Facility Rental Total Estimated Equipment, Reimbursable Per Refundable Deposit	Summary sonnel and Services Total			\$3,000.00 \$4,532.50 \$1,500.00
		Grand	Total:	\$9,032.50
	Payment Schedule			
Payment Schedule First Payment - (25% Facility Fee) Second Payment Third Payment		Upon S 04/0	e Date Signing 7/2016 1/2016	Amount \$750.00 \$4,141.25 \$4,141.25
		,	Total:	\$9,032.50

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

\*\*Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\*
\*\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

**Payment Total:** 

\$9,032.50

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.

FORM F-31	AGREEME	NT NO. <b>R-109-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	
	INTERIM	XX
APPROVED		

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

### WITNESSETH:

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

### June 2 - 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:

## **Fight Club OC - June Special Edition**

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

#### \$13,642,50

- 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.

Roy Englebrecht Promotions P.O. Box 10205 Newport Beach, CA 92658	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626
By Date:	By Date:
Title: Roy Englebrecht, Owner	Title: Michele A. Richards, V.P. Business Developmen

### 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 cause 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 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)."
- Rentor recognizes and understands that this rental my create a possessory interest subject to property taxation and that the Rentor may b 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.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock



EXHIBIT A - June Special Edition					
		<b>Event Information</b>			
Event Name: Contact Person: Event Date: Admission Prices:	Fight Club OC - Ju Roy Englebrecht 06/03/2016 Adult: \$40.00 - \$80		Contract No: Phone: Hours	Doors:	R-109-16 9) 760-3131 5:00 PM
				Event: 5:30 P	PM - 9:00 PM
Vehicle Parking Fed	e: \$8.00 General Pa	Facility Rental Fees	Projected Atter	ndance:	1,000
Facility and/or Area	a Fees	Date-Time	Activity		Actual
Thursday The Hangar		06/02/2016 06:00 AM - 11:00 PM	Move In		500.00
<b>Friday</b> The Hangar		06/03/2016 05:30 PM - 09:00 PM	Event		2,500.00
				Total:	3,000.00
Description		Estimated Equipment Fees	I Inita	Data	Aatval
<u>Description</u> 100 Amp Drop		Date-Time Estimate 1	<u>Units</u> 1.00 EA	<u><b>Rate</b></u> 180.00 EA	<u>Actual</u> 180.00
200 Amp Drop		Estimate 1	1.00 EA	360.00 EA	360.00
Barricade		Flat Rate (Delivery & Pick Up Only, No Set Up)		200.00 EVT	TBD
Chair (Individual)		Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)		Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster		Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Bo		TBD Flat Rate	TBD EA	55.00 EA 500.00 EVT	TBD 500.00
Electrical Usage Rate Folding Table (Recta		TBD	1.00 EA TBD EA	15.00 EV 1	7BD
Forklift (No Suites)	ingie)	TBD	TBD EA	75.00 HR	TBD
Man Lift		Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (7 C	onsecutive Days)	05/25/2016 - 06/03/2016	1.00 WK	450.00 WK	Included
Portable Electronic N		06/03/2016	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen		06/03/2016	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift		Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole		TBD	TBD EA	1.00 EA	TBD
Sweeper ( <i>In-House</i> ) Bleacher		Flat Rate As Needed Per Request	2.00 HR TBD EA	75.00 HR 250.00 EA	150.00 TBD
Cable Ramp		As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line		As Needed Per Request	TBD EA	50.00 EA/DAY	
Trussing Unit		As Needed Per Request	TBD EA	100.00 EA	TBD
				Total:	5,623.00
Description		Reimbursable Personnel Fees	TT24	Data	A street
<u>Description</u> Event Operations Set Up		<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Grounds Attendant		Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician		Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Day</b>					
Grounds Attendant L	Lead	06/03/2016 04:00 PM - 09:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant		06/03/2016 04:00 PM - 09:00 PM	2.00 EA	20.00 HR	200.00
Janitorial Attendant Electrician		06/03/2016 04:00 PM - 09:00 PM 06/03/2016 04:00 PM - 09:00 PM	2.00 EA 1.00 EA	20.00 HR 50.00 HR	200.00 250.00
		00/03/2010 04:00 PM - 09:00 PM	1.00 EA	30.00 fK	230.00
Tear Down	. 1	F 5 H	5 00 IID	20.00115	150.00
Grounds Attendant I Grounds Attendant	Lead	Estimate 5 Hours Estimate 10 Hours	5.00 HR	30.00 HR	150.00
Janitorial Attendant		Estimate 4 Hours	10.00 HR 4.00 HR	20.00 HR 20.00 HR	200.00 80.00
Electrician		Estimate 2 Hours	2.00 HR	50.00 HR	100.00
	_		2.00 1110	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	100.00
Event Sales & Servi Event Coordinator	<u>ices</u>	06/03/2016 04:00 PM - 09:00 PM	1.00 EA	40.00 HR	200.00
D 11					

Estimate 4 Hours

4.00 HR

20.00 HR

80.00

Parking Attendant

## **EXHIBIT A - June Special Edition**

	Through In Comment in the			
	Event Information			
Safety & Security				
Security Attendant Lead	06/03/2016 04:45 PM - 09:45 PM	1.00 EA	30.00 HR	150.00
Security Attendant	06/03/2016 03:00 PM - 08:00 PM	2.00 EA	20.00 HR	200.00
Security Attendant	06/03/2016 04:45 PM - 09:45 PM	4.00 EA	20.00 HR	400.00
<b>Technology</b>				
Technology Attendant	Estimate 1 Hour	1.00 HR	40.00 HR	40.00
Outside Services				
Orange County Sheriff	Estimate Only	4.00 EA	1,200.00 EVT	1,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
			Total:	4,519.50
	Summary			
Facility Rental Total				\$3,000.00
Estimated Equipment, Reimbursable Pers	sonnel and Services Total			\$10,142.50
Refundable Deposit				\$500.00
			Grand Total:	\$13,642.50
	Payment Schedule			, ,
Payment Schedule			<b>Due Date</b>	Amount
First Payment			04/15/2016	\$6,500.00
Second Payment (Balance)			05/03/2016	\$7,142.50
			Total:	\$13,642.50
Disease Damit Full Dayment in *Chash t		Pay	ment Total:	\$13,642.50

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

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

### **BOOKING PROTECTION**

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC/Roy Englebrecht Promotions shows throughout the entire 2016 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled REP event dates.

#### CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

## **COMPLIMENTARY PARKING PASSES**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

## **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Spectra, the OCFEC Master Concessionaire.

FORM F-31	AGREEMEN	T NO. <b>R-110-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	
	INTERIM	XX
APPROVED		

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and FITCON LA/FITCON OC dba FITCON LA 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 13 - 15, 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:

## FITCON OC

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

### \$18,024,50

- 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.

FITCON LA/FITCON OC dba FITCON LA 17361 Hurley Street, Apartment 6 La Puente, CA 91744		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	By	Date:		
Title: Hanz Jimenez, Chie	ef Executive Officer/Founder	Title: Michele A. Rich	ards, V.P. Business Development		

**Event Information** 

 Event Name:
 FITCON OC
 Contract No:
 R-110-16

 Contact Person:
 Hanz Jimenez
 Phone:
 (626) 862-7728

 Event Dates:
 05/14/2016 - 05/15/2016
 Hours:
 Saturday:
 10:00 AM - 6:00 PM

Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$15.00 Child (12 & Under): Free

Vehicle Parking Fee: \$8.00 General Parking Projected Attendance: 3,000

venicle ranking ree: \$6.00 General ranking		r rojecteu Attenuance.	3,000
	Facility Rental Fees		
Facility and/or Area Fees	Date-Time	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	05/13/2016 12:00 PM - 08:00 PM	Move In	1,650.00
Saturday			
The Hangar	05/14/2016 10:00 AM - 06:00 PM	Event	3,300.00
C 1			
Sunday			
The Hangar	05/15/2016 10:00 AM - 05:00 PM	Event	3,300.00

-Move out must be completed by 11:59 PM on Sunday - May 15, 2016 to avoid additional charges. 8,250.00 **Total: Estimated Equipment Fees** Date-Time **Description** Units Rate Actual 20 Amp Drop TBD TBD EA 25.00 EA TBD 5.5 MB Internet - Dynamic IP TBD TBD EA 50.00EA/DAY TBD 15.00 EA Barricade **TBD** TBD EA **TBD** Bleacher (100 Seat Section) **TBD** TBD EA 250.00 EA **TBD** Cable Ramp **TBD** TBD EA 15.00 EA **TBD** Chair (Individual) TBD EA **TBD** 2.50 EA **TBD** Dumpster Estimate 20 20.00 EA 18.00 EA 360.00 **Electrical Splitter Box** TBD TBD EA 55.00 EA **TBD** Electrical Usage Rate **Estimate Only** 1.00 EA 700.00 EVT 700.00 Folding Table (Rectangular) TBD EA TBD 15.00 EA **TBD** Forklift **TBD** TBD HR 75.00 HR **TBD** Hang Tag - 2 Day **TBD** TBD EA **TBD** 8.00 EA Man Lift (Banners) Estimate 3 Hours 3.00 HR 75.00 HR 225.00 Marquee Board (7 Consecutive Days) 05/09/2016 - 05/15/2016  $450.00\,\mathrm{WK}$ 1.00 WK Included 2.00 EA Portable Electronic Message Board 05/14/2016 - 05/15/2016 75.00 EA/DAY 300.00 Projector (12,000 Lumens) TBD TBD EA 3,000.00 EA/DAY **TBD** Projector Screen in Hangar TBD TBD EA 300.00 EA/DAY **TBD** Public Address System (Per Building) **TBD** TBD EA 75.00 EA/DAY **TBD** Scissor Lift TBD TBD HR 75.00 HR **TBD** Sweeper (*In-House*) Estimate 3 Hours 3.00 HR 75.00 HR 225.00 Wireless Internet Router TBD TBD EA 75.00 EVT **TBD** 

			Total:	1,810.00
	Reimbursable Personnel Fees			,
<b>Description</b>	Date-Time	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00
Event Day Grounds Attendant Lead Grounds Attendant Janitorial Attendant Grounds Attendant Lead Grounds Attendant	05/14/2016 08:00 AM - 06:00 PM 05/14/2016 08:00 AM - 06:00 PM 05/14/2016 08:00 AM - 06:00 PM 05/15/2016 08:00 AM - 05:00 PM 05/15/2016 08:00 AM - 05:00 PM	1.00 EA 2.00 EA 2.00 EA 1.00 EA 2.00 EA	30.00 HR 20.00 HR 20.00 HR 30.00 HR 20.00 HR	300.00 400.00 400.00 270.00 360.00
Janitorial Attendant	05/15/2016 08:00 AM - 05:00 PM	2.00 EA	20.00 HR	360.00
Clean Up Grounds Attendant Lead Grounds Attendant	Estimate 5 Hours Estimate 10 Hours	5.00 HR 10.00 HR	30.00 HR 20.00 HR	150.00 200.00

	Event Information			
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 Sales & Services Event Coordinator	05/14/2016 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator Event Coordinator	05/15/2016 08:00 AM - 06:00 PM 05/15/2016 08:00 AM - 05:00 PM	1.00 EA 1.00 EA	40.00 HR 40.00 HR	360.00
Event Coolumator	03/13/2010 08.00 AWI - 03.00 I WI	1.00 LA	40.00 HK	300.00
<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
Safety & Security				
Security Attendant	05/14/2016 09:00 AM - 06:30 PM	2.00 EA	20.00 HR	380.00
Security Attendant	05/15/2016 09:00 AM - 05:30 PM	2.00 EA	20.00 HR	340.00
•				
Technology	mp.p	mpp p.	10.00.	
Technology Attendant	TBD	TBD EA	40.00 HR	TBD
Technology Attendant	Flat Fee (Audio Configuration)	TBD EA	100.00 EVT	TBD
Outside Services				
Emergency Medical Services	05/14/2016 09:30 AM - 06:30 PM	2.00 EA	20.00 HR	360.00
Emergency Medical Services	05/15/2016 09:30 AM - 05:30 PM	2.00 EA	20.00 HR	320.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
			Total:	\$6,464.50
	Summary			
Facility Rental Total				\$8,250.00
Estimated Equipment, Reimbursable Pe	rsonnel and Services Total			\$8,274.50
Refundable Deposit				\$1,500.00
		Grand	Total:	\$18,024.50
	Developed Calculation			•
Down and Calcadala	Payment Schedule	n.	Do4-	A 4
Payment Schedule First Payment - (25% of Facility Fee)			ue Date Signing	<u>Amount</u> \$2,062.50
Second Payment			15/2016	\$15,962.00
zeeding z uj mem		3-1/	20,2010	Ģ13,70 <b>2.</b> 00
			Total:	\$18,024.50
	P	ayment To	otal:	\$18,024.50

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

\*\*Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\*
\*\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

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

#### **BANNERS**

All banner sizes and locations must be approved by OCFEC.

#### CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

## **CANOPIES / TENTS**

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

## **Event Information**

## **HEALTH DEPARTMENT**

FITCON LA/FITCON OC dba FITCON LA has agreed to be the Health Department coordinator for all food and beverage vendors at FITCON OC.

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

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

## PEPSI BEVERAGES

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

## SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Rentor must comply with request.

By	Date:	By	Date:
Title: Hanz Jimenez, Chief E	xecutive Officer/Founder	Title: Michele A. Ri	chards, V.P. Business Development
D	D		
By	Date:		
Title: Juan Quintero, Spectra	General Manager		

FORM F-31	AGREEMEN	T NO. <b>R-112-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	
	INTERIM	XX
A PPR OVED		

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Jackson-Dawson Communications 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 16 - 19, 2016

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

## See Exhibit A

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

### **MBUSA E-Class Tour**

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

### \$30,844,50

- 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.

Jackson-Dawson Communications One Parklane Boulevard, 11 <sup>th</sup> Floor East Dearborn, MI 48126		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Ву	Date:	Ву	Date:		
Title: Jeff Kazlauskas.	Director of Logistics/Producer	Title: Michele A. Ric	hards, V.P. Business Development		

**Event Information** 

 Event Name:
 MBUSA E-Class Tour
 Contract No:
 R-112-16

 Contact Person:
 Jeff Kazlauskas
 Phone:
 (800) 593-0690

 Event Dates:
 05/17/2016 - 05/19/2016
 Hours:
 7:00 AM - 6:00 PM

Admission Price: Private Event (No Fee)

Vehicle Parking Fee: Parking Buyout (See Sun	mmary)	<b>Projected Attendance:</b>	150 Per Day		
Facility Rental Fees					
Facility and/or Area Fees	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>		
Monday					
The Hangar	05/16/2016 10:00 AM - 11:30 PM	Move In	1,650.00		
Parking Lot G	05/16/2016 06:00 AM - 11:30 PM	Move In	900.00		
Tuesday					
Baja Blues	05/17/2016 07:00 AM - 06:00 PM	Event	700.00		
The Hangar	05/17/2016 07:00 AM - 06:00 PM	Event	3,300.00		
Parking Lot G	05/17/2016 07:00 AM - 06:00 PM	Event	1,800.00		
Wednesday					
Baja Blues	05/18/2016 07:00 AM - 06:00 PM	Event	700.00		
The Hangar	05/18/2016 07:00 AM - 06:00 PM	Event	3,300.00		
Parking Lot G	05/18/2016 07:00 AM - 06:00 PM	Event	1,800.00		
Thursday					
Baja Blues	05/19/2016 07:00 AM - 06:00 PM	Event	700.00		
The Hangar	05/19/2016 07:00 AM - 06:00 PM	Event	3,300.00		
Parking Lot G	05/19/2016 07:00 AM - 06:00 PM	Event	1,800.00		
- Move out must be completed by 11:59 PM o	on Thursday - May 19, 2016 to avoid add	litional charges. Total:	19,950.00		

- Wieve out must be completed by 11.39 1 W on Thursday - Way 19, 2010 to avoid additional charges.						
Estimated Equipment Fees						
<b>Description</b>	Date-Time	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD		
5.5 MB Internet - Dynamic IP	TBD	TBD EA	50.00 EA/DAY	TBD		
Barricade	Estimate 80	80.00 EA	15.00 EA	1,200.00		
Chair (Individual)	Estimate 150	150.00 EA	2.50 EA	375.00		
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00		
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD		
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00		
Folding Table	Estimate 10	10.00 EA	15.00 EA	150.00		
Forklift	TBD	TBD HR	75.00 HR	TBD		
Man Lift	TBD	TBD HR	75.00 HR	TBD		
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD		
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD		
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD		
Scissor Lift	TBD	TBD HR	75.00 HR	TBD		
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00		

			Total:	3,810.00
	Reimbursable Personnel Fees			
<b>Description</b>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	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 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Day</b>				
Janitorial Attendant	05/17/2016 Estimate 4 Hours in the AM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	05/17/2016 Estimate 4 Hours in the PM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	05/18/2016 Estimate 4 Hours in the AM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	05/18/2016 Estimate 4 Hours in the PM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	05/19/2016 Estimate 4 Hours in the AM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	05/19/2016 Estimate 4 Hours in the PM	2.00 EA	20.00 HR	160.00

Event Information				
Clean Up				
Grounds Attendant Lead Estimate 4 Hours	4.00		30.00 HR	120.00
Grounds Attendant Estimate 16 Hours	16.00		20.00 HR	320.00
Janitorial Attendant Estimate 8 Hours	8.00		20.00 HR	160.00
Electrician Estimate 2 Hours	2.00	HR	50.00 HR	100.00
Event Sales & Services				
Event Coordinator 05/17/2016 Estimate 6 Hours	6.00		$40.00\mathrm{HR}$	240.00
Event Coordinator 05/18/2016 Estimate 6 Hours	6.00	HR	$40.00\mathrm{HR}$	240.00
Event Coordinator 05/19/2016 Estimate 6 Hours	6.00	HR	40.00 HR	240.00
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 05/16/2016 11:30 PM - 05/17/2016 07:00 AM	1.00	EA	20.00 HR	150.00
Security Attendant - Overnight 05/17/2016 09:00 PM - 05/18/2016 07:00 AM	1.00		20.00 HR	200.00
Security Attendant - Overnight 05/18/2016 09:00 PM - 05/19/2016 07:00 AM	1.00		20.00 HR	200.00
Tachardon				
Technology Technology The basis of Attackers TDD	TDD	TZΑ	40 00 HD	TDD
Technology Attendant TBD	TBD	EA	40.00 HR	TBD
Outside Services				
Emergency Medical Services 05/17/2016 TBD	TBD	EA	21.00 HR	TBD
Emergency Medical Services 05/18/2016 TBD	TBD		21.00 HR	TBD
Emergency Medical Services 05/19/2016 TBD	TBD		21.00 HR	TBD
State Fire Marshal Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50	HR	263.00 HR	394.50
		Tota	ıl:	4,384.50
Summary				
Facility Rental Total				\$19,950.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$8,194.50
Parking Buyout (Based on 150 Vehicles at \$8.00 each)				\$1,200.00
Refundable Deposit				\$1,500.00
	G	rand	Total:	\$30,844.50
Payment Schedule				
Payment Schedule		Dı	ue Date	Amount
First Payment		04/	15/2016	\$30,844.50
			Total:	\$30,844.50
	Pavm	ent '	Total:	\$30,844.50

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

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.

## **JACKSON-DAWSON AGREES:**

- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot G and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 40 MPH.

<sup>\*\*</sup>Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\*
\*\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

## **Event Information**

• That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

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

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



FORM F-31	AGREEME	NT NO. <b>R-115-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	-
	INTERIM	XX
APPROVED.		

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Put On The BRAKES Inc hereinafter, called the Rentor

### WITNESSETH:

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

May 20 - 22, 2016

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

## See Exhibit A

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

## B.R.A.K.E.S. Teen Pro-Active Driving School

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

### \$5,336,00

- 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.

Put On The BRAKES Inc 7140 Weddington Road Northwest, Suite 120 Concord, NC 28027		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Ву	Date:	Ву	Date:		
Title: Matt Reilly Director of Operations		Title: Michele A. Richards, V.P. Rusiness Developme			

		EXHIDIT A			
		Event Information			
Event Name: Contact Person: Event Dates:	B.R.A.K.E.S. Teen Pro-A Matt Reilly 05/21/2016 - 05/22/2016	Active Driving School	Contract No: Phone: Hours:	(70 Saturday: 8:00 A Sunday: 8:00 A	
Admission:	Free		Duningtod Atta	ndonoo	240
venicle Parking Fo	ee: \$8.00 General Parking	Facility Rental Fees	Projected Atte	ndance:	340
Facility and/or Arc	ea Fees	Date-Time	Activity		Actual
Friday	<u> </u>	<u> </u>	11001110,		110000
Parking Lot G		05/20/2016 08:00 AM - 05:00 PM	Move In		900.00
<b>Saturday</b> Parking Lot G		05/21/2016 08:00 AM - 05:00 PM	Event		1,530.00*
Sunday					
Parking Lot G		05/22/2016 08:00 AM - 05:00 PM	Event		1,530.00*
		onprofit verification must be submitted to Oon Sunday - May 22, 2016 to avoid additi		g of Agreement. <b>Total:</b>	3,960.00
		Estimated Equipment Fees			
<u>Description</u> Dumpster		re-Time imate 2	<u>Units</u> 2.00 EA	<u><b>Rate</b></u> 18.00 EA	<u>Actual</u> 36.00
				Total:	36.00
		Reimbursable Personnel Fees		Total.	30.00
Description	Dat	te-Time	Units	Rate	Actual
Event Operations Set Up					
Grounds Attendant		imate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Est	imate 4 Hours	4.00 HR	20.00 HR	80.00
<b>Event Day</b>					
Janitorial Attendant	05/2	21/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	05/2	22/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Class II.					
Clean Up Grounds Attendant	Fet	imate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant		imate 4 Hours	4.00 HR	20.00 HR	80.00
Event Sales & Serv			4.00 = 1	40.00.775	4 40 00
Event Coordinator Event Coordinator		21/2016 Estimate 4 Hours 22/2016 Estimate 4 Hours	1.00 EA 1.00 EA	40.00 HR 40.00 HR	160.00 160.00
Event Coordinator	03/.	22/2010 Estillate 4 Hours	1.00 EA	40.00 nK	100.00
Parking Parking Attendant	Esti	imate 4 Hours	4.00 HR	20.00 HR	80.00
				Total:	940.00
		Summary		Total:	840.00
Facility Rental Tota	1	Summur y			\$3,960.00
	nt, Reimbursable Personne	and Services Total			\$876.00 \$500.00
			Grand '	Total:	\$5,336.00
			Grand	1 <del>1</del> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	φυ,υυυ
Payment Schedule First Payment				<u><b>Pate</b></u> 0/2016	<u>Amount</u> \$5,336.00
2 2100 2 43 1110110					
			'	Total:	\$5,336.00

## **Event Information**

**Payment Total:** 

\$5,336.00

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

\*\*Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\*
\*\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

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

## **PUT ON THE BRAKES INC AGREES:**

- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot G and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

FORM F-31	AGREEN	IENT NO. <b>R-119-16</b>
	DATE	May 16, 201
REVIEWED	FAIRTIM	E
	INTERIM	I XX
ADDDOVED		

### RENTAL AGREEMENT

6

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Invicta Fighting Championships 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 6 - 7, 2016

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

#### See Exhibit A

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

### Invicta FC 17

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

### \$20,579.50

- 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.

Invicta Fighting Championships 5360 College Boulevard, Suite 200 Overland Park, KS 66211		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	By	Date:		
Title: Shannon Knapp, Owi	ner	Title: Michele A. R	ichards, V.P. Business Development		



Title: Shannon Knapp, Owner

VEN I (CENTER)				
				R
				A
		MENT TO INVICTA (May 2016)		
DATE: May 16, 2016				
RENTAL AGREEMENT: R-11	9-16 AMEN	NDMENT #1		
Except as herein amended, all oth	ner terms and conditions re	main as previously agreed upon		
ADDITION TO EXHIBIT A: Description	REIMBURSABLE PERS Date-Time	SONNEL FEES Un	its Rate	Actua
Safety & Security Event Day				
Security Attendant (Ushers)	05/07/2016 04:00 PM -	- 10:00 PM 8.00	EA 20.00 HR	960.0
			Total:	960.0
	Sumr	nary		
Original Rental Agreement Facility I	Fee Grand Total			\$4,950.0
Original Rental Agreement Estimate Revised Rental Agreement Estima	d Equipment, Reimbursable P ted Equipment, Reimbursah	Personnel and Services Grand Total ple Personnel and Services Grand	Total	\$14,129.5 <b>\$15,089.5</b>
Refundable Deposit				\$1,500.0
			Grand Total:	\$21,539.5
	Povmon	at Schedule		
Payment Schedule First Payment	Laymon	it Schedule	<u><b>Due Date</b></u> 04/29/2016	<b>Amou</b> \$21,539.5
		Total Due:		\$21,539.5
		Payment T	otal:	\$21,539.5
Please Remit Payment in *Check * **Any check payment received les ***ALL PAYMENTS ARE NON-	s than 30 days prior to move	e-in must be a certified or cashier	's check.**	
By	Date:	Ву		_ Date:

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

# **EXHIBIT A**

		EXHIBIT A	4		
		Event Information	n		
Event Name:	Invicta FC 17	Event imormation	Contract No:		R-119-16
Contact Person:	Shannon Knapp		Phone:		) 232-8014
Event Date:	05/07/2016		Hours Door		5:30 PM
Admission Prices:	Adult: \$35.00 - \$10	00.00	Even		- 10:00 PM
Admission i fices.	Adult. \$33.00 - \$10	00.00	Even	t. 0.00 1 W	- 10.00 I WI
Vehicle Parking Fo	ee: \$8.00 General Pa		Projected At	tendance:	1,300
T114 1/ A	T	Facility Rental Fee			A -41
Facility and/or Are Friday	ea rees	<u>Date-Time</u>	<u>Activit</u>	<u>Y</u>	<u>Actual</u>
The Hangar		05/06/2016 06:00 AM - 11	:00 PM Move I	n	1,650.00
Saturday					
The Hangar		05/07/2016 05:30 PM - 10	:00 PM Event		3,300.00
C1					
Sunday The Hangar		05/08/2016 06:00 AM - 11	:59 AM Move (	)ut	No Charge
The Hangai		03/00/2010 00:00 /HVI - 11	1.5) TAIVI	out	C
-Move out must be	completed by 11:59	AM on Sunday - May 8, 2016 to avo		Total:	4,950.00
<b>D</b> 1.11		Estimated Equipment		<b>D</b> .	4 . 7
<u>Description</u> 45 MB Internet Line	- C4-4:- ID	<u>Date-Time</u> 05/07/2016	<u>Units</u> 1.00 EA	<u>Rate</u> 400.00 EA/DAY	<u>Actual</u> 400.00
	e - Static IP				
100 Amp Drop		Estimate 2	2.00 EA 1.00 EA	180.00 EA 360.00 EA	360.00
200 Amp Drop Barricade		Estimate 1			360.00
		TBD	TBD EA	15.00 EA	TBD
Bleacher		TBD	TBD EA	250.00 EA	TBD
Cable Ramp		Estimate 10	10.00 EA	15.00 EA	150.00
Chair (Individual)		Estimate 175	175.00 EA	2.50 EA	437.50
Chair (Tied)		Estimate 1,300	1,300.00 EA	2.50 EA	3,250.00
Dumpster		Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter B		TBD	TBD EA	55.00 EA	TBD
Electrical Usage Ra		Estimate Only	1.00 EA	800.00 EVT	800.00
Folding Table (Rect	tangle)	TBD	TBD EA	15.00 EA	TBD
Forklift		Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift (Banners)		TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 C		05/01/2016 - 05/07/2016	1.00 WK		Included
Portable Electronic		05/07/2016	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 La		05/07/2016	1.00 EA	2,475.00 EA/DAY	2,475.00
Projector Screen in	Hangar	05/07/2016	1.00 EA	300.00 EA/DAY	Included
Scissor Lift		Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Stanchion Per Pole		Estimate 25	25.00 EA	5.00 EA	125.00
Sweeper (In-House)		Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Trussing Unit		TBD	TBD EA	100.00 EA	TBD
				Total:	9,215.00
		Reimbursable Personne			
Description Event Operations Set Up		<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Grounds Attendant		Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician		Estimate 10 Hours Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Electrician		Estimate 2 Hours	2.00 1110	30.001110	100.00
<b>Event Day</b>					
Grounds Attendant	Lead	05/07/2016 04:30 PM - 10:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant		05/07/2016 04:30 PM - 10:00 PM	2.00 EA	20.00 HR	220.00
Janitorial Attendant		05/07/2016 04:30 PM - 10:00 PM	2.00 EA	20.00 HR	220.00
Electrician		05/07/2016 04:30 PM - 10:00 PM	1.00 EA	50.00 HR	275.00
Tear Down					
Grounds Attendant	Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant		Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant		Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician		Estimate 2 Hours	2.00 HR	50.00 HR	100.00

**Event Sales & Services** 

# **EXHIBIT A**

	Event Information				
Event Coordinator	05/07/2016 04:30 PM - 10:00 PM	1.00	EA	40.00 HR	220.00
Parking Attendant	Estimate 4 Hours	4.00	HR	20.00 HR	80.00
Safety & Security					
Security Attendant Lead	05/07/2016 05:15 PM - 10:45 PM	1.00	EA	30.00 HR	165.00
Security Attendant	05/07/2016 03:30 PM - 09:00 PM	2.00	EΑ	20.00 HR	220.00
Security Attendant	05/07/2016 05:15 PM - 10:45 PM	6.00	EA	20.00 HR	660.00
<u>Technology</u> Technology Attendant	Estimate 1 Hour	1.00	HR	40.00 HR	40.00
Outside Services					
Orange County Sheriff Services	Estimate Only	4.00	EA	1,200.00 EVT	1,200.00
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	225.00 EVT	225.00
				Total:	4,914.50
	Summary				
Facility Rental Total					\$4,950.00
Estimated Equipment, Reimbursable Pers	sonnel and Services Total				\$14,129.50
Refundable Deposit					\$1,500.00
			C	Frand Total:	\$20,579.50
	Payment Schedule				
Payment Schedule				<b>Due Date</b>	Amount
First Payment				04/29/2016	\$20,579.50
				Total:	\$20,579.50
		I	Payr	nent Total:	\$20,579.50

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

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

# COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes.

FORM F-31	AGREEMENT	NO. R-124-16
	DATE	May 16, 2
REVIEWED	FAIRTIME	
	INTERIM	XX
ADDDOVED		

### RENTAL AGREEMENT

May 16, 2016

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Leap of Faith Adventures, Inc dba JK Dots hereinafter, called the Rentor

#### WITNESSETH:

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

### January 1, 2016 - December 31, 2016

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

### Parking Space in Lot G

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

#### PARKING SPACE RENTAL

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

### January - December \$8.00 per space per day

- Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- Association shall have the right to audit and monitor any and all sales as well as access to the premises. 6.
- 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.
- 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.
- 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.
- The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this 13. Special Provisions: 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.

Leap of Faith Adventures, Inc dba JK Dots 935 Poinsettia Avenue, Ste 204 Vista, CA 92081		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	Ву	Date:		
Title: Karen Garv, Owner		Title: Michele A. Ri	ichards, V.P. Business Development		

AGREEMENT: R-124-16 DATED: May 16, 2016

WITH: Leap of Faith Adventures, Inc dba

JK Dots

PHONE: (760) 801-2302

### EXHIBIT "A"

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

### **LOCATION(S):**

Parking (storage) space in Lot G

### **RENTER AGREES:**

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception**: The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

### **PAYMENT SCHEDULE:**

January - December, 2016

\$8.00 per space per day, due on or before the 5<sup>th</sup> of each month.

LATE PAYMENTS: Payments received after the 10<sup>th</sup> of any month will be subject to a \$25.00 late fee.

FORM F-31	AGREEMEN	IT NO. <b>R-128-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	-
	INTERIM	XX
APPROVED.		

### RENTAL AGREEMENT

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

### **Concrete Images - Still Photo Shoot**

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

### \$8,043,00

- 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.

Concrete Images 1301 Main Street Venice, CA 90291		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Ву	Date:	Ву	Date:		
Title: Kimberly Estrada, Producer		Title: Michele A. Richards, V.P. Business Development			

# **EXHIBIT A**

		<b>Event Information</b>			
<b>Event Name:</b>		- Still Photo Shoot	Contract No:		R-128-16
Contact Person:	Kimberly Estrada		Phone:	·	23) 691-3493
<b>Event Dates:</b>	05/05/2016		Hours:	6:30 A	M - 6:30 PM
Vehicle Parking F	ee: Private Event (	No Parking Fee)	Projected Atte	ndance:	25
		Facility Rental Fees			
Facility and/or Ar	ea Fees	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>
Thursday					
Pacific Amphitheat	re Stage	05/05/2016 06:30 AM - 06:30 PM	Event		Included
Plaza Pacifica		05/05/2016 06:30 AM - 06:30 PM	Event		Included
-Move out must be	e completed by 11:5	59 PM on Thursday - May 5, 2016 to avoid addi	itional charges.	Total:	5,000.00
		Estimated Equipment Fees			
Description		Date-Time	<u>Units</u>	Rate	Actual
Dumpster		Estimate 1	1.00 EA	18.00 EA	18.00
Fork Lift (Trussing		Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Scissor Lift (Prop -		Estimate 5 Hours (07:30 AM - 12:30 PM)	5.00 HR	75.00 HR	375.00
Trussing Unit (Pac	Amp Stage)	Estimate 1	1.00 EA	100.00 EA	100.00
				Total:	643.00
		Reimbursable Personnel Fees			
<b>Description</b>		<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>					
Set Up Grounds Attendant		Estimate 12 Hours	12.00 HR	20.00 HR	240.00
Janitorial Attendant		Estimate 12 Hours	12.00 HR 12.00 HR	20.00 HR 20.00 HR	240.00
Janitoriai Attendani	L	Estimate 12 Hours	12.00 TIK	20.00 TIK	240.00
Event Sales & Ser	<u>vices</u>	T	1.00 HB	40.00410	1.00.00
Event Coordinator		Estimate 4 Hours	4.00 HR	40.00 HR	160.00
Safety & Security					
Security Attendant		05/05/2016 06:00 AM - 07:00 PM	1.00 EA	20.00 HR	260.00
				T . 4 . 1 .	000.00
		Summary		Total:	900.00
E:1:4 D4-1 T-4-	1	Summary			¢£ 000 00
Facility Rental Tota					\$5,000.00
		ersonnel and Services Total			\$1,543.00
Refundable Deposi	t .				\$1,500.00
			Grand 7	Fotal:	\$8,043.00
Payment Schedule			Due	Date	Amount
First Payment	-			4/2016	\$8,043.00
			,	Fotal:	\$8,043.00
					ψυ,υπυ.υυ
			Payment Tot	al:	\$8,043.00

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

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.

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

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

<sup>\*\*</sup>Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\*
\*\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

FORM F-31	AGREEMEN	ΓNO. <b>R-129-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	-
	INTERIM	XX
APPROVED		

### RENTAL AGREEMENT

THIS AGREEMENT by and between the  $32^{nd}$  District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Slingshot Owners Event 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 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:

### So Cal Spring Sling

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

### \$5,638,00

- 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.

Slingshot Owners Event 33626 Poppy Lane Murrieta, CA 92563		32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
Ву	Date:	By	Date:	
Title: Scott Royce, Director		Title: Michele A. Richards, V.P. F	Rusiness Development	

# **EXHIBIT A**

T (	т о	4.0
Event	Intor	mation

 Event Name:
 So Cal Spring Sling
 Contract No:
 R-129-16

 Contact Person:
 Scott Royce
 Phone:
 (951) 387-9202

 Event Dates:
 05/21/2016
 Hours:
 10:00 AM - 5:00 PM

**Admission Price:** Free

Vehicle Parking Fee: \$8.00 General Parking Projected Attendance:

**Facility Rental Fees** 

Facility and/or Area Fees Date-Time Activity Actual

Saturday

**Outside Services** 

**Emergency Medical Services** 

Parking Lot D 05/21/2016 10:00 AM - 05:00 PM Event 1,800.00

-Move out must be completed by 11:59 PM on Sunday - May 21, 2016 to avoid additional charges. Total: 1,800.00

Estimated Equipment Fees

		— 1 · 1 · 1 · 1 · 1			
<u>Description</u>	<b>Date-Time</b>		<u>Units</u>	<b>Rate</b>	<b>Actual</b>
Dumpster	Estimate 1		1.00 EA	18.00 EA	18.00
Hang Tag - 1 Day	Estimate 100		100.00 EA	4.00 EA	400.00
Portable Electronic Message Board	05/21/2016		2.00 EA	75.00 EA/DAY	150.00

**Total:** 568.00 Reimbursable Personnel Fees **Description Date-Time Units** Rate **Actual Event Operations** Set Up Grounds Attendant Lead 05/21/2016 07:00 AM - 07:00 PM 1.00 EA 30.00 HR 360.00 Grounds Attendant 05/21/2016 07:00 AM - 07:00 PM 1.00 EA 20.00 HR 240.00 Janitorial Attendant 05/21/2016 08:00 AM - 05:00 PM 2.00 EA 20.00 HR 360.00 **Event Sales & Services** 05/21/2016 09:00 AM - 05:00 PM **Event Coordinator** 1.00 EA  $40.00\,\mathrm{HR}$ 320.00 **Parking** Estimate 8 Hours Parking Attendant 8.00 HR  $20.00\,\mathrm{HR}$ 160.00 Safety & Security Security Attendant 05/21/2016 09:30 AM - 05:30 PM 1.00 EA  $20.00\,\mathrm{HR}$ 160.00

Total: 1,770.00 Summary

05/21/2016 09:00 AM - 05:30 PM

Facility Rental Total \$1,800.00
Estimated Equipment, Reimbursable Personnel and Services Total \$2,338.00
Refundable Deposit \$1,500.00

Grand Total: \$5,638.00

20.00 HR

1.00 EA

 Payment Schedule
 Due Date
 Amount

 First Payment - (25% of Facility Fee)
 Upon Signing
 \$450.00

 Second Payment
 4/29/2016
 \$5,188.00

Total: \$5,638.00

175

170.00

**Payment Total:** \$5,638.00

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

<sup>\*\*</sup>Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\*

<sup>\*\*\*</sup>ALL PAYMENTS ARE NON-REFUNDABLE\*\*\*

# **EXHIBIT A**

### **Event Information**

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

### **SLINGSHOT OWNERS EVENT 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 D and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 35 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.

FORM F-31	AGREEMENT	NO. <b>R-130-16</b>
	DATE	May 16, 2016
REVIEWED	FAIRTIME	• ,
	INTERIM	XX
APPROVED		

### RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Donald J. Trump For President, Inc. hereinafter, called the Rentor

### WITNESSETH:

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

### April 27 - 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:

### Donald J. Trump For President, Inc. - Political Rally

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

### \$39,670.00

- 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.

Donald J. Trump For President, Inc. 725 5 <sup>th</sup> Avenue New York, NY 10022		88 Fair Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626		
By	Date:	Ву	Date:		
Title: Corey Lewandowski, Campaign Manager		Title: Michele A. Richards, V.P. Business Development			

# **EXHIBIT A**

**Event Information** 

Event Name:Donald J. Trump For President, Inc. - Political RallyContract No:R-130-16Contact Person:Joy LutesPhone:(703) 362-0150Event Dates:4/28/2016Hours:Doors: 4:00 PM<br/>7:00 PM - 9:00 PM

Admission Price: Free

Vehicle Parking Fee:\$10.00Projected Attendance:5,000 - 8,000

, emere - m g - ee.		110,00000 11000110001	2,000 0,000
	Facility Rental Fees		
Facility and/or Area Fees	<b>Date-Time</b>	<b>Activity</b>	<u>Actual</u>
Wednesday			
Pacific Amphitheatre	04/27/2016 08:00 AM - 08:00 PM	Move In	4,250.00
Thursday			
Thursday Pacific Amphitheatre	04/28/2016 07:00 PM - 09:00 PM	Event	8,500.00
1 acme Ampinuleaue	04/28/2010 07:00 1 WI - 09:00 I WI	Event	8,500.00
T. ' I			

Friday

Parking Attendant

Pacific Amphitheatre 04/29/2016 06:00 AM - 11:59 AM Move Out No Charge

-Move out must be completed by 11:59 AM on Friday - April 29, 2016 to avoid additional charges.			,	Total:	12,750.00
Estimated Equipment Fees					
<u>Description</u>	<b>Date-Time</b>	<u>Unit</u>	<u>ts</u>	<b>Rate</b>	<u>Actual</u>
Barricade (Plastic)	Estimate 50	50.00	EA	15.00 EA	750.00
Chair	Estimate 100	100.00	EA	2.50 EA	250.00
Dumpster	Estimate 10	10.00	EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00 EVT	500.00
Folding Tables	Estimate 15	15.00	EA	15.00 EA	225.00
Forklift	Estimate 6 Hours	6.00	HR	75.00 HR	450.00
Podium	Estimate 1	1.00	EA	25.00 EA	25.00
Portable Electronic Message Board	04/28/2016	2.00	EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00 HR	300.00

Total: 3,050.00 **Reimbursable Personnel Fees Description Date-Time Units** Rate **Actual Event Operations** Set Up Grounds Attendant Lead Estimate 5 Hours 5.00 HR 30.00 HR 150.00 Grounds Attendant Estimate 12 Hours 12.00 HR 20.00 HR 240.00 Janitorial Attendant Estimate 10 Hours 10.00 HR  $20.00\,\mathrm{HR}$ 200.00 Electrician Estimate 2 Hours 2.00 HR 50.00 HR 100.00 Plumber **Estimate 2 Hours** 2.00 HR 50.00 HR 100.00 Doors: 4:00 PM/Event: 7:00 PM - 9:00 PM **Event Day** 04/28/2016 03:00 PM - 09:00 PM Grounds Attendant Lead 1.00 EA  $30.00\,\mathrm{HR}$ 180.00 Grounds Attendant 04/28/2016 03:00 PM - 09:00 PM 3.00 EA 20.00 HR 360.00 Janitorial Attendant (Concourse) 04/28/2016 03:00 PM - 09:00 PM 10.00 EA 20.00 HR 1,200.00 Plumber 04/28/2016 03:00 PM - 09:00 PM 1.00 EA 50.00 HR 300.00 Electrician 04/28/2016 03:00 PM - 09:00 PM 1.00 EA 50.00 HR 300.00 Clean Up Grounds Attendant Lead Estimate 3 Hours 3.00 HR 30.00 HR 90.00 Grounds Attendant Estimate 15 Hours 15.00 HR  $20.00\,\mathrm{HR}$ 300.00 Janitorial Attendant Estimate 16 Hours 16.00 HR 20.00 HR 320.00 Electrician Estimate 2 Hours 2.00 HR 50.00 HR 100.00 **Event Sales & Services Event Coordinator** 04/28/2016 03:00 PM - 09:00 PM 1.00 EA 40.00 HR 240.00 **Parking** Parking Attendant Lead 04/28/2016 Estimate 16 Hours 16.00 HR 30.00 HR 480.00

32.00 HR

 $20.00\,\mathrm{HR}$ 

640.00

04/28/2016 Estimate 32 Hours

# **EXHIBIT A**

	Event Information			
Safety & Security				
Security Attendant Lead	04/28/2016 03:00 PM - 09:00 PM	1.00 EA	30.00 HR	180.00
Security Attendant	04/28/2016 TBD	TBD EA	20.00 HR	TBD
Technology				
Technology Attendant	04/28/2016 12:00 PM - 09:00 PM	1.00 EA	40.00 HR	360.00
Outside Services				
Boom Lift/Scissor Lift Rental	TBD	TBD EA	TBD EVT	TBD
Emergency Medical Services	04/28/2016 03:00 PM - 09:00 PM	4.00 EA	21.00 HR	504.00
Local 504 Union Costs	Estimate Only	1.00 EA	9,000.00 EVT	9,000.00
Rigging Setup & Teardown	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Sound Engineer	04/27/2016 - 04/28/2016 Estimate Only	2.00 DAY		1,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)		263.00 HR	526.00
Trash Collection & Sweeping Service	Estimate Only	1.00 EVT	3,500.00 EVT	3,500.00
			Total:	21,870.00
	Summary			
Facility Rental Total				\$12,750.00
Estimated Equipment, Reimbursable Per	sonnel and Services Total			\$24,920.00
Refundable Deposit				\$2,000.00
		Grand	Total:	\$39,670.00
	Payment Schedule			
Payment Schedule	- 3.5	Di	ie Date	Amount
First Payment			27/2016	\$39,670.00
			Total:	\$39,670.00
		Payment '	Total:	\$39,670.00

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.

### **AMENDMENT**

Any change to this agreement will be outlined in an amendment to be signed and executed by Donald J. Trump For President, Inc. and OCFEC.

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

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

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All amplified music/sound must end by 9:00 PM on Thursday. Bull horns or similar devices are not allowed. 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, Donald J. Trump For President, Inc must comply with request.

# Imaginology 2016 - Rental Agreement Numbers

Rental			Copy to Jessica
Agreement #	Rentor Name	\$	(date)
16 IO-FE 66	Splash! City of La Mirada	\$0 - deposit waived	2-May



AGREEMENT #: 16 IO FE _	-66
DATE April 13, 2016	
FAIRTIME	
INTERIM	
OC FAIR IMAGINOLOGY	XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the 32ND DISTRICT AGRICULTURAL ASSOCIATION hereinafter called the Association, and City of La Mirada – Splash! La Mirada Buccaneer Bay Water Park hereinafter called the Rentor WITNESSETH:

- THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: Set up April 14; Event dates APRIL 15-17, 2016
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: One 10'x10' space SATURDAY & 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. 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 14, 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.

City of La Mirada – Splash! 13710 La Mirada Blvd La Mirada, CA 90638		32 <sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION 88 Fair Drive Costa Mesa, CA 92626
Ву -	(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 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 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
- 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 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
- 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.

# <u>EXHIBIT "A"</u> OC FAIR IMAGINOLOGY 2016 RULES AND REGULATIONS

**ACTIVITY** – All booths must include a demonstration, hands-on activity or game to engage those attending the event. Failure to provide an activity will result in forfeiture of deposit monies and withdrawal of application to **OC Fair Imaginology 2017**.

**EQUIPMENT AND ELECTRICAL** - needs must be stated on the application. Any modification of needs will be accommodated if possible, but not guaranteed. Extension cords must be a minimum of 12 gauge and UL approved, and are 3 prong (grounded) configuration. You must supply your own extension cords.

**INSURANCE** - Feature exhibitors are required to provide evidence of insurance. See Exhibit "B", Insurance Requirements. Special Events Liability Insurance may be purchased at a fee of \$ 35.00.

MEGAN'S LAW SCREENING – In accordance with District policy, all entities conducting business on the OC Fair grounds property during OC Fair Imaginology will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on OCFEC premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify OCFEC for any negligence arising out of or connected with their obligations pertaining to the required screening. Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on OCFEC premises. See the Megan's Law Screening Certification and Listing enclosed.

**PROHIBITED ITEMS** - Feature exhibitors are prohibited from giving away the following items: Stickers, balloons, gum and consumable items.

**PROMOTION ONLY** - Feature exhibitors will not be allowed to sell items at the event. **Exhibitors are prohibited from obtaining personal information from attendees under the age of 18.** Information provided by a parent is permissible.

SET-UP - of exhibit is permitted Thursday, April 14 from 9 a.m. to 6 p.m., Friday, April 15 from 6:30 a.m. to 8 a.m. and Saturday and Sunday, April 16 and 17 from 7 a.m. to 9 a.m. If additional set-up time is required special arrangements must be made in advance with the OC Fair Imaginology staff. Please call Chris Gunst at (714) 708-1553 to make special set-up arrangements. Cart service will not be provided.

SPACES - will be assigned by designated OC Fair Imaginology staff of the OC Fair & Event Center only.

STAFFING - All booths must be staffed during all hours of the event for all days you are participating.

Friday, April 15, 2016

9 a.m. - 3 p.m.

Saturday, April 16, 2016

10 a.m. - 5 p.m.

Sunday, April 17, 2016

10 a.m. - 5 p.m.

SUBLEASING (SHARING) - of spaces is not allowed under any circumstances.

TEAR DOWN - of exhibit should take place after 3:00 p.m. on Friday and after 5:00 p.m. on Saturday or Sunday. Tearing down booth prior to closure of event will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2017.

TIP JARS - are not allowed.

WORK PERMITS - are required by law for all workers under the age of 18 years old.

PLEASE SHARE A COPY OF THESE FEATURE EXHIBITOR BOOTH RULES WITH ALL WHO WILL BE STAFFING YOUR BOOTH AT **OC FAIR IMAGINOLOGY 2016**. FAILURE TO COMPLY WITH ABOVE RULES MAY RESULT IN THE LOSS OF DEPOSIT MONIES.

# EXHIBIT B INSURANCE REQUIREMENTS

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit 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. <u>Insurance Certificate</u>-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. <u>List as the Additional Insured</u>: "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. <u>Dates</u>: 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. <u>Automobile Liability</u> -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. <u>Medical Malpractice</u>-Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. <u>Liquor Liability</u> -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. <u>Cancellation Notice</u>: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder: OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
  - For Individual Events Only Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only -California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road,
     Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. <u>Insurance Company</u>: 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.

Revised June 1, 2012 I:\Insurance Requirements .wpd 1

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

<u>OR</u>

C. <u>Master Certificates</u> -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. <u>Self-Insurance</u>-The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

### II. General Provisions

- Maintenance of Coverage -The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
- 2 <u>Primary Coverage</u> -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.
- Contractor's Responsibility -Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.
- 4 <u>Certified Copies of Policies</u>-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.

Revised June 1, 2012 I:\Insurance Requirements .wpd 2

# STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

### 1. National Labor Relations Board (PCC Section 10296)

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

## 2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

# 3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor, by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code Section 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

### 4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

### 5. <u>Assignment</u>

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

### 6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

### 7. Governing Law

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

# 8. <u>Conflict of Interest (PCC 10410, 10411, 10420)</u>

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

# Current State Employees (PCC 10410):

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

# Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

# 9. Contractor Name Change

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

# 10. Air or Water Pollution Violation (WC 13301)

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





# EVIDENCE OF COVERAGE

COVERED SPECIAL
EVENT OPERATOR:
As specified on the
Special Events on the Coverage Receipt

### ISSUED BY:

California Fair Services Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

# DESCRIPTION OF OPERATIONS: SPECIAL EVENTS COVERAGE; LESSEES, CONCESSIONAIRES EXHIBITORS AND OTHER SPECIAL EVENT OPERATORS.

Coverages: The California Fair Services Authority pooled Special Events liability program will provide general liability coverages for special event users of facilities at designated fairgrounds. Coverage will be provided pursuant to Section 6516.5 of the California Government Code and applicable Special Events Program Memorandum of Coverage\*. See Special Conditions/Restrictions below for explanation of coverage provided.

### GENERAL LIABILITY

- X Commercial General Liability
- X Occurrence Form
- X Special Conditions as Noted Below
  Automobile risk is not covered hereunder
  Damage to or loss of fair property is not
  covered hereunder.
- \* Limits are \$1,000,000 Per Occurrence
- \* Protection for liability from bodily injury, property damage, personal and advertising injury and products provided under the Memorandum\* Stating the Terms and Conditions of the Special Events Program Administered by CFSA.

COVERED SPECIAL EVENT OPERATORS - LESSEES, CONCESSIONAIRES, EXHIBITORS, OR OTHER SPECIAL EVENT OPERATORS, AS SPECIFIED ON THE SPECIAL EVENTS COVERAGE RECEIPT ATTACHED.

Additional Covered Entities and Individuals - The State of California, District Agricultural Associations, County Fair, County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition & State Fair, or Entities (public or non-profit) operating California Designated agricultural fairs, their respective directors, officers, agents, servants and employees: but only as respects the negligence and resulting liability emanating from operations performed at the facilities rented or leased to Covered Special Event Operator, as specified on the Special Events Coverage Receipt form attached.

# SPECIAL CONDITIONS/RESTRICTIONS/OTHER COVERAGES:

- The CFSA Special Events Program is a pooled liability program, operated pursuant to Government Code Section 6516.5 and applicable Memorandum of Coverage\*. Section 6516.5 provides that the aggregate payments made under the Program cannot exceed the amount available in the pool. Therefore, the \$1,000,000 per occurrence limit provided under the Program is the most that could be paid on a particular claim. Payments for liability losses for all program participants may not exceed the amount available in the pool. Thus, when the pool covers a participant's loss, the pool's available monies shrink by that amount. It is possible, therefore, that available funds at any given time might be less than the amount of a valid claim or claims.
- Overage applies hereunder for only the specific dates and operations as indicated on the Special Events Coverage Receipt form.
- As respects lessees, concessionaires, exhibitors or other special event operators only, coverage is excess over any other valid and collectible coverage.
- Products coverages is limited solely to food and beverage concessionaires.
- The above stated limit of liability is inclusive of defense costs.
- All matters regarding accidents or claims should be reported to the fair manager and California Fair Services Authority, Attention Claims Department, 1776 Tribute Road, Suite 100, Sacramento, California 95815, (916) 263-6160
  - \* A copy of the applicable Special Events Program Memorandum of Coverage is available from the Fair or by contacting Risk Management at California Fair Services Authority, (916) 263-6145.

95850

# California Fair Services Authority SPECIAL EVENTS COVERAGE RECEIPT

	Fair	Time
X	Inter	rim

	_ ?
FAIR NAME (C PAIR ! EVENT CONTEN DAA# 3) NO	PHONE: 1/4) 101-1533
FAIR NAME OF FAIR & EVENT CONTEND DAA# 30 NO COVERED Special Event Operator 174 OF LAMINADA - Splash, Waren park	Phone: 150 907 - 3/27
	Finale. <u>Med 702</u> 3122
Address: 13710 LA MINASA BLVD	Contact #:
LA MIRADA, CA 90638	Rental / FE Logardan Agreement # TO-FE Logardan
Event Dates: From: April 15, 2016 To: April 17, 2017	-
<ul> <li>COVERAGE FOR SET-UP AND TAKE-DOWN DAYS IS INCLUDED ONLY IF THESE DA</li> </ul>	YS ARE INDICATED IN THE CONTRACT. •
Event Code: 800 Description: OL FAIR IMAGINOLOGY	Attendance Level:
CFSA Control #, if any:	
If the fee is a result of a direct quote, CFSA contact name:	
Additional information, if any:	
Phyli	ni M Grust
Signature of	of Manager or Authorized Personnel

# OC FAIR & EVENT CENTER JUDGING AGREEMENTS FOR BOARD APPROVAL MAY 2016

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
LS-001-16	Dr. Francine Bradley	Judging the Market Broiler Pens, Market Turkeys and Avian Bowl and providing buzzer system	Fair	07/16/16		\$409.95
LS-002-16	Allen Barr	Judging the Market Rabbit Pens Show	Fair	07/17/15		\$121.28
LS-003-16	Jaime Farao	Judging Market Goats and Market Sheep	Fair	07/15/16		\$745.60
LS-004-16	Clay Carlson	Judging Market Calves and Market Beef Shows	Fair	07/17/16		\$230.00
LS-005-16	John Mendes	Judging the Market Swine and the Market Swine Showmanship	Fair	07/20/16-07/21/16		\$784.48
LS-006-16	Gayle Cory	Judging the Market Educational Displays	Fair	07/21/16		\$50.00
LS-007-16	Kalise Bryant	Judging Master Showmanship	Fair	07/24/16		\$75.00
LS-008-16	Michael Adame	Judging Master Showmanship	Fair	07/24/16		\$75.00
LS-010-16	Stephen Daly	Judging Master Showmanship	Fair	07/24/16		\$75.00
LS-011-16	Hanna Wineland	Judging Master Showmanship	Fair	07/24/16		\$75.00
LS-012-16	Judy Price	Judging Lads and Lassies	Fair	07/22/16		\$100.00
LS-013-16	Margaret Madden	Judging Small Animal Posters	Fair	07/15/16		\$100.00
LS-014-16	Judy Price	Judging Barnyard Fashion Parade	Fair	07/28/16		\$100.00
LS-015-16	Christopher De Surra	Youth Rabbit Showmanship	Fair	07/27/16		\$200.00
LS-016-16	Ron Smelt	Judging Youth Rabbit Show	Fair	07/28/15		\$162.31
LS-017-16	Ron Smelt	Judging the Youth and the Open Cay Shows	Fair	07/30/16		\$212.31
LS-018-16	Allen Barr	Judging the Open Rabbit Show	Fair	7/312016		\$171.28
LS-019-16	Amy Zittel	Judging the Open Rabbit Show	Fair	07/31/16		\$317.40
LS-020-16	Aaron Carter	Judging the Open Dairy Goat Shows and Youth Dairy Goat Show	Fair	07/29/16-07/31/16		\$630.00
LS-022-16	Sharon Chestnut	Judging the Angora Goats Show	Fair	08/04/16		\$180.00
LS-023-16	Conor Keegan	Judging Youth Poultry Showmanship, Youth Poultry Show, and Open Poultry	Fair	08/05/16-08/06/16		\$626.60

# OC FAIR & EVENT CENTER JUDGING AGREEMENTS FOR BOARD APPROVAL MAY 2016

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
LS-026-16	Steve Miller	Judging the Junior Breeding Sheep Show	Fair	07/30/16		\$191.00
LS-026-16	Dr. Tim Norman	Judging the Youth and the Open Pygmy Goat Shows	Fair	08/05/16		\$330.00
LS-027-16	Barbara Crane	Judging Small Animal Master Showmanship	Fair	08/06/16		\$100.00
LS-028-16	Allen Messick	Judging Small Animal Master Showmanship	Fair	08/06/16		\$100.00
LS-029-16	Rod Swancoat	Judging Small Animal Master Showmanship	Fair	08/06/16		\$100.00
LS-030-16	Susan Lewis	Judging Small Animal Master Showmanship	Fair	08/06/16		\$100.00
LS-031-16	Rose Marie Garner	Poultry Health Inspection	Fair	07/15/16-08/07/16		\$257.90
LS-032-16	Don Dyer	Judging the Youth Dairy Cattle Show	Fair	07/17/16		\$312.00



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Dr. Francine Bradley party of the second part, hereinafter called the Jndge.

WITNESSETH: That the Jndge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Market Broilers, Market Turkeys, and Avian Bowl in addition to providing the buzzer system at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Saturday, July 16, beginning with Market Thrkeys at 10:30 a.m. followed by Market Broiler Pens for the amount of \$150.00. Judging the Avian Bowl will begin at 5:00 p.m. for the amount of \$150.00. Total payment for this contract will be \$409.95 (\$300.00 stipend plus \$109.95 round trip mileage) and one night's lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

and day and jour libe above written.	
32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
Date(s) Judged	Dr. Francine Bradley 1775 East Palm Canyon Dr. Suite #110-129 Palm Springs, CA 92264
Coordinator Signature	Cell: 530-219-4566 Work: 760-699-5078



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Allen Barr party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Market Rabbit Pens Show at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Sunday, July 17, beginning at 10:30 a.m. Total amount of this contract will be \$121.28 (\$100.00 stipend plus \$21.28 round trip mileage). Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- The parties hereto agree that the Judge, and any agents and employees of the Judge, in the
  performance of this agreement, shall act in an independent capacity and not as officers or
  employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	
Michele Richards, Vice President, Business Development	Judge's Signature
	Allen Barr
Date(s) Judged	22364 Estallens Mission Viejo, Calif. 92692 Cell: 949-413-1464
Coordinator Signature	Home Phone: 949-367-9349 E-mail: allen-barr@cox.net



# 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION

Costa Mesa, California

### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, here in after called the State, and Jaime Farao, party of the second part, here in after called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

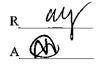
Judging Market Goats and Market Sheep at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Friday, July 15, for the goat and sheep show, and on Saturday, July 16, for goat and sheep showmanship. Both jndging days will begin at noon with a stipend of \$200.00 per day. Total payment for this contract will be \$745.60 (\$400.00 stipend plus \$345.60 round trip mileage) and three night's lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	
Michele Richards, Vice President, Business Development	Judge's Signature
Date(s) Judged	Jaime Farao 28803 Gun Club Road Gustine, CA. 95322
Coordinator Signature	Phone: 209-777-1033 E-mail: farao.j@mccd.edu



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Clay Carlson party of the second part, hereinafter called the Jndge.

WITNESSETH: That the Jndge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Market Calves and Market Beef Shows at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Sunday, July 17 beginning at noon for \$200.00. Total payment for this contract will be \$230.00 (\$200.00 stipend plus \$30.00 airport parking fee) plus airfare and two nights' lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
Date (s) Judged	Clay Carlson 7380 Capay Ave. Orland, CA. 95963
Coordinator Signature	Phone: 530 521-7718 E-mail: ccarlson2@csuchico.edu



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and John Mendes party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judgiug the Market Swine and the Market Swine Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Weduesday, July 20, beginning at 1:00 p.m., and Thursday, July 21, beginning at 12:00 p.m. for \$200.00 per day. Total payment for this contract will be \$784.48 (\$400.00 stipend plus \$384.48 round trip mileage) plus three nights' lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- Notwithstanding anything herein contained to the contrary, this agreement may be terminated and
  the provisions of this agreement may be altered, changed or amended, by mutual consent of the
  parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

nereto, the day and year first above written.	
32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
	John Mendes 7142 Edsel Lane
Date(s) Judged	Modesto, CA 95358 209-602-1206
Coordinator's Signature	Email: mendesj@mjc.edu



# 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION

Costa Mesa, California

### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Gayle Cory party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Market Educational Displays at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Thursday, July 21, beginning at uoon. The total amount of this contract is \$50.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	•
By	Judges Signature
Date (s) Judged	Gayle Cory 3009 Blackwell Drive Vista, CA 92084
Coordinator Signature	Cell: 760-390-6415 Home: 760-945-2399 Work: 714-573-0374 E-mail: gcory@att.ne
	E-mail. geory@attite



# 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION

Costa Mesa, California

### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Kalise Bryant party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Master Showmanship (judging one of the following: market beef, calves, goats, sheep or swine) on Snnday, July 24, beginning at 2:00 pm. The total amount of this contract is \$75.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
Date Judged	Kalise Bryant 713 E. Elder St. #17 Fallbrook, CA 92028
Coordinator Signature	Cell: 425-223-8977 E-mail: kalise.bryant@gmail.com



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Michael Adame party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Master Showmanship (judging one of the following: market beef, calves, goats, sheep or swine) on Sunday, July 24, beginning at 2:00 p.m. The total amount of this contract is \$75.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- The parties hereto agree that the Judge, and any agents and employees of the Judge, in the
  performance of this agreement, shall act in an independent capacity and not as officers or
  employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION  By	•
Michele Richards, Vice President, Business Development	Judge's Signature
Date(s) Judged	Michael Adame 2020 Winterwarm Rd. Fallbrook, CA 92028
Coordinator Signature *	Phone: 760-468-5745 mjadame@k-state.edu



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of April by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Stephen Daly party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Master Showmauship (judging one of the following: market beef, calves, goats, sheep or hogs) on Sunday, July 24, beginning at 2:00 pm. The total amount of this contract is \$75.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

Judge's Signature
Stephen Daly
27757 Aspel Rd. Apt. 936 Menifee, CA 92585 Phone: 760-415-5409
E-mail:stephen.daly@puhsd.org



### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of April by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Hanna Wineland party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Master Showmanship (judging one of the following: market beef, calves, goats, sheep or swine) on Sunday, July 24, beginning at 2:00 pm. The total amount of this contract is \$75.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	
Michele Richards, Vice President, Business Development	Judge's Signature
Date Judged	Hanna Wineland 6350 W. Quail Rd. Acton, CA 91390
Coordinator Signature	Phone: 661-478-0017 E-mail:hanna.wineland@gmail.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Judy Price party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Lads and Lassies and Belles and Beaus at the 2016 OC Fair of said Association

Services to be provided by the Judge on Friday, July 22, beginning at 1:00 p.m. for the total amount of \$100.00

The total amount of this contract is \$100.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
Date(s) Judged	Judy Price 19111 La Pradera Yorba Liuda, CA 92866 Cell: 714-227-0799 Home: 714-779-6971 E-mail: rynkel@pacbell.ne



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of April by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Margaret Madden party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Small Animal Posters at the 2016 OC Fair of said Association

Services to be provided by the Judge on Friday, July 15, 2016.

The total amount of this contract is \$100.00 which includes all expenses Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

By	
Michele Richards, Vice President, Business Development	Judge's Signature
	Margaret Madden
Date(s) Judged	21236 Forrest Meadow Lake Forest, CA 92630 Cell: 949-280-0590
Coordinator Signature	Home: 949-380-7147 Email: lamb_ladi@yahoo.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Judy Price party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Barnyard Fashiou Parade at the 2016 OC Fair of said Association

Services to be provided by the Judge on Thursday, July 28, beginning at 4:00 p.m.

The total amount of this contract is \$100.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

hereto, the day and year first above written.	
32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
	Judy Price
Date(s) Judged	19111 La Pradera
Date(s) Judged	Yorba Linda, Calif. 92866 C: 714-227-0799
	H: 714-779-6971
Coordinator Signature	E-mail: rynkel@pacbell.ne



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Christopher De Surra, party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Youth Rabbit Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Wednesday, July 27, beginning at noon for the total amount of \$200.00. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

By	
Michele Richards, Vice President, Business Development	Judge's Signature
Date Judged	Christopher De Surra 2064 Federal Ave. Costa Mesa, CA 92627 Phone: 949-933-7934 Chrisdesurra@gmail.com
Coordinator Signature	



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Ron Smelt party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Rabbit Show at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Thursday, July 28, beginning at 1:00 p.m. Total payment for this contract will be \$162.31 (\$150.00 stipend plus \$12.31 round trip mileage). Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32" DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
	Ron Smelt 3311 E .Kirkwood
Date(s) Judged	Orange, CA 92869 Cell: 714-292-7633
Coordinator Signature_	Email: alexron@aol.com



### 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION

Costa Mesa, California

#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Ron Smelt party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Youth and the Open Cavy Shows at the 2016 OC Fair of said Association.

Services to be provided by the Jndge on Saturday, July 30, with the Youth Show beginning at 10:30 a.m. followed by the Open Show. Total payment for this contract will be \$212.31 (\$200.00 stipend plus \$12.31 round trip mileage). Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

AND DIORDICK A CONTOUR WITH A RECOCHATION

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

By	Judge's Signature
Date(s) Judged	Ron Smelt 3311 E. Kirkwood Orange, CA 92869 Cell: 714-292-7633
Coordinator Signature	E-mail: alexron@aol.com

Agreement #LS-018-16



# 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION Costa Mesa, California

#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Allen Barr party of the second part, hereinafter called the Jndge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Jndging the Open Rabbit Show at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Sunday, July 31, beginning at 10:30 a.m. Total payment for this contract will be \$171.28 (\$150.00 stipend plus \$21.28 round trip mileage). Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Y 4- 3- 0'
whenere Remards, vice i resident, Business Development	Judge's Signature
Date Judged	Allen Barr 22364 Estallens
Coordinator Signature	Mission Viejo, CA 92692 Cell: 949-413-1464 Home: 949-367-9349
Coordinator arguature	E-mail: allen-barr@cox.net



### 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION

Costa Mesa, California

#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Amy Zittel party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Open Rabbit Show at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Sunday, July 31, beginning at 10:30 a.m. Total payment for this contract will be \$317.40 (\$150.00 stipend plus \$167.40 round trip mileage) and one night's lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by inutual consent of the parties hereto.
- 4. It is inutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32nd DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
	Amy Zittel
Date(s) Judged	9900 Holland St. Bakersfield, CA 93312 Phone: 661-607-2452
Coordinator Signature	E-mail:goandshow@aol.com





#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Aaron Carter party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Open Dairy Goat Shows and Youth Dairy Goat Show at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Friday, July 29, at 1 p.m., Saturday, July 30, at 10:00 a.m., and Snnday, July 31, at 11:00 a.m. for \$200.00 per day. Total payment for this contract will be \$630.00 (\$600.00 stipend plus \$30.00 airport parking fee) and two nights' lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION By	
Michele Richards, Vice President, Business Development	Judge's Signature
	Aaron Carter
Date(s) Judged	P.O. Box 1697
Dato(s) sudged	Lakeport, CA 95453
	Cell: 707-263-3269
Coordinator Signature	E:mail: hrtmtcarterkids@yahoo.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of June by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Steve Miller party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Junior Breeding Sheep Show at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Thursday, July 30, beginning at 1:00 p.m. Total payment for this contract will be \$191.00 (\$150 stipend plus \$41.00 round trip mileage). Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
Date(s) Judged	Steve Miller 48 Chadron Circle Ladera Ranch, Ca. 92694 Cell: 949-230-0105
Coordinator Signature	E-mail: millerstevend71@gmail.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Sharon Chestnut party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Angora Goats Show at the 2016 Orange County Fair of said Association.

Services to be provided by the Judge on Thursday, August 4, beginning at 1:00 p.m. Total payment for this contract will be \$180.00 (\$150.00 stipend plus \$30.00 airport parking fee) and two nights' lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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

Agreement #LS-023-16



# 32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION Costa Mesa, California

#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Conor Keegan party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Poultry Showmanship, Youth Poultry Show, and Open Poultry at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Friday, August 5, beginning at noon, Saturday, August 6, beginning at 3:00 p.m., and Sunday, August 7, beginning at 11:00 a.m. for \$150.00 per day. Total payment for this contract will be \$629.60 (\$450.00 stipend plus \$179.60 round trip mileage) and four nights' lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
Date(s) Judged	Conor Keegan 226 Willow Dr. Solvang, CA 93463 Cell: 805-245-4024
Coordinator Signature	E-mail: ctk9@humbolt.edu



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Dr. Tim Norman party of the second part, hereinafter called the Jndge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Youth and the Open Pygmy Goat Shows at the 2016 OC Fair of said Association.

Services to be provided by the Jndge on Friday, August 5 for the Youth Show beginning at 2 p.m. and on Saturday, August 6, for the Open Show beginning at 1p.m. for \$150.00 per day. Total payment for this contract will be \$330.00 (\$300.00 stipend plus \$30.00 airport parking fee) and two nights' lodging. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
	Dr. Tim Norman
Date(s) Judged	4400 Laird Dr. Loomis, CA 95650 Phone: 916-316-0693
Coordinator Signature	E-mail: drtjnorman@msn.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Barbara Crane party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Small Animal Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Small Animal Master Showmanship (judging one of the following: pygmy goats, cavies, rabbits or poultry) on Saturday, August 6, beginning at 10:00 am. The total amount of this contract is \$100.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
	Barbara Crane
Date(s) Judged	3205 Belgian Dr. Norco, CA 92860 Cell: 951-533-0203
Coordinator Signature	Home: 951-734-8231 E-mail: bcrane@mtsac.edu



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Allen Mestick party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Small Animal Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Small Animal Master Showmanship (judging one of the following: pygmy goats, cavies, rabbits or poultry) on Saturday, August 6, beginning at 10:00 am. The total amount of this contract is \$100.00 which includes all expenses. Payment to be net 10 days upon completion of agreement. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION By	
Michele Richards, Vice President, Business Development	Judge's Signature
Date(s) Judged  Coordinator Signature	Allen Mes. ick PO Box 347 Prather, CA. 93651 Phone: 559-696-8751 E-mail: allenwestbound854@gmail.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Rod Swaucoat party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judgiug Small Animal Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Small Animal Master Showmanship (judging one of the following: pygmy goats, cavies, rabbits or poultry) on Saturday, August 6, beginning at 10:00 am. The total amount of this contract is \$100.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- Notwithstanding anything herein contained to the contrary, this agreement may be terminated
  and the provisions of this agreement may be altered, changed or amended, by mutual consent of
  the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

Judge's Signature
Rod Swancoat
23762 Avenida Columbia Mission Viejo, CA 92691
Cell: 949-521-3388
Home: 949-472-1108



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Susan Lewis party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Small Animal Master Showmanship at the 2016 OC Fair of said Association.

Services to be provided by the Judge for Small Animal Master Showmanship (judging one of the following: pygmy goats, cavies, rabbits or poultry) on Saturday, August 6, beginning at 10:00 am.

The total amount of this contract is \$100.00 which includes all expenses. Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By Michele Richards, Vice President, Business Development	Judge's Signature
whenere Richards, vice Fresident, Business Development	Judge a dignature
	Susan Lewis 325 E. Hartford Ave.
Date Judged	Phoenix, Arizona 85022 Cell: 972-841-9857
Coordinator Signature	E-mail:beas143@yahooo.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Rose Marie Garner party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Jndge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Ponltry Health Inspection at the 2016 Orange County Fair of said Association.

Services to be provided by the Judge on Friday, Jnly 15<sup>th</sup>, from 7:30-9:00 a.m., Tuesday, August 2, from 5:00-7:30 p.m., and Sunday, August 7, from 7:00-8:30 a.m. \$257.90 round trip mileage (total for three round trips) and two nights' lodging will be provided with payment to be determined by the number of birds inspected. (see attached sheet for payment schedule) Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

day and your mot above without	
32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
By	Judge's Signature
Date(s) Judged	Rose Marie Garner 17371 Caminito Masada San Diego, CA 92127-1201 Cell: 858-472-3321
Coordinator Signature	Work: 858-455-4217 Home: 858-592-0309 E-mail:#garner@rgarnerlaw.com



#### AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of March by and between the 32<sup>nd</sup> District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Don Dyer party of the second part, hereinafter called the Judge.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Youth Dairy Cattle Show at the 2016 OC Fair of said Association.

Services to be provided by the Judge on Sunday, July 17 beginning at 10:0 a.m. Total payment for this contract will be \$312.00 (\$150.00 stipend plus \$162.00 round trip mileage). Payment to be net 10 days upon completion of agreement.

The following provisions constitute a part of this agreement:

- 1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
- 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
- 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

32 <sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION	
Ву	
Michele Richards, Vice President, Business Development	Judge's Signature
	Don Dyer 20682 Japatul Rd.
Date(s) Judged	Alpine, CA 91901 Cell: 619-618-5667
Coordinator Signature	E-mail: ddyer@guhsd.net

# OC FAIR & EVENT CENTER SUPPLIER RENTAL AGREEMENTS FOR BOARD APPROVAL MAY 2016

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
16662	Ingardia Brothers Produce, Inc.	Produce and groceries sales and service	Davis Commissary	07/01/16-08/16/16		\$250.00
16663	Knudsen/Hollandia Dairy	Dairy sales and service	Davis Commissary	07/01/16-08/16/16		\$750.00
16664	Sysco Riverside	Food and beverage equipment sales and service	Davis Lot Access	07/01/16-08/16/16		\$0.00
16665	Wessel Propane	Daily Grounds Access		07/01/16-08/16/16		\$0.00
16666	Upper Crust Distribution	Daily Grounds Access		07/01/16-08/16/16		\$0.00

REVIEWED	AGREEMENT	NO.	16662
APPROVED	DATE	May	2, 2016

#### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Ingardia Brothers Produce, Inc.** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/1/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **Davis Commissary**
- 3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description Parking Permit Fee	<u>Charges</u> \$ 250.00

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

Payment Schedule Signed Agreement, Certificate of Insurance and Payment Due	<u>Due Date</u> 5/27/2016		<u>Amount</u> \$ 250.00	
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$ 250.00	

#### Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Ingardia Brothers Produce, Inc.	32 <sup>nd</sup> District Agricultural Assocation
700 S. Hathaway Street	88 Fair Drive
Santa Ana, CA 92705	Costa Mesa, CA 92626
By	By
Title: Joe Ingardia, Jr.	Title: Michele A. Richards, VP, Business Development

#### RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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

### Ingardia Brothers Produce, Inc.

Location/Space: Davis Commissary

Produce and Groceries Sales and Service

Agreement No: **16662** Date: May 2, 2016

REVIEWED	AGREEMENT N	NO.	16663
APPROVED	DATE	May	2, 2016

#### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **KC Distributor dba Knudsen/Hollandia Dairv**(the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/1/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **Davis Commissary**
- 3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Charges</u>
Electric Stock Fee	\$500.00
Utility Cart Fee	\$250.00

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

Payment Schedule Signed Agreement, Certificate of Insurance and Payment Due	<u>Due Date</u> 5/27/2016		**************************************
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$750.00

#### Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

KC Distributor dba Knudsen/Hollandia Dairy	32 <sup>nd</sup> District Agricultural Assocation
5728 Stresemann Street	88 Fair Drive
San Diego, CA 92122	Costa Mesa, CA 92626
By Title: Jorgen Hiemburger	By Title: Michele A. Richards, VP, Business Development

#### RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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

### KC Distributor dba Knudsen/Hollandia Dairy

Agreement No: 16663 Location/Space: Davis Commissary Date: May 2, 2016

Dairy Sales and Service

REVIEWED	AGREEMENT N	NO.	16664
APPROVED	DATE	May	2, 2016

#### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Sysco Riverside** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/1/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **Davis Lot Access**
- 3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description Daily Grounds Access	<u>Charges</u> \$ 00.00

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

Payment Schedule Signed Agreement and Certificate of Insurance Due	<u>Due Date</u> 5/27/2016		<u>Amount</u> \$ 00.00
*Payments postmarked after the due date will be subject to a late fee of \$100	per payment.	Total:	\$ 00.00

#### Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

#### RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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

Sysco Riverside

Location/Space: Davis Lot Access Date: May 2, 2016

Agreement No: 16664

Food and Beverage Equipment Sales and Service

REVIEWED	AGREEMENT N	1O.	16665	
APPROVED	DATE	May	2, 2010	6

#### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Wessel Propane** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/1/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **Davis Commissary**
- 3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description Daily Grounds Access	<u>Charges</u> \$ 0.00

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

Payment Schedule Signed Rental Agreement and Certificate of Insurance Due	<u>Due Date</u> 5/27/16		<u>Amount</u> \$ 0.00
		Total:	\$ 0.00

#### Signed Rental Agreement and Certificate of Insurance are due on or before the due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.

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

Wessel Propane	32 <sup>nd</sup> District Agricultural Assocation
P.O. Box 901	88 Fair Drive
Duarte, CA 91009	Costa Mesa, CA 92626
By	By
Title: Daniel Wessel	Title: Michele A. Richards, VP, Business Development

#### RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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

**Wessel Propane** 

Agreement No: 16665 Location/Space: Davis Commissary Date: May 2, 2016

Propane Sales and Service

REVIEWED	AGREEMENT N	NO.	16666
APPROVED	DATE	May	2, 2016

#### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Upper Crust Distribution** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/1/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **Davis Commissary**
- 3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description Daily Grounds Access	<u>Charges</u> \$ 0.00

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

Payment Schedule Signed Rental Agreement and Certificate of Insurance Due	<u>Due Date</u> 5/27/16		<u>Amount</u> \$ 0.00
		Total:	\$ 0.00

#### Signed Rental Agreement and Certificate of Insurance are due on or before the due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Upper Crust Distribution	32 <sup>nd</sup> District Agricultural Assocation		
1255 N. Grove Street	88 Fair Drive		
Anaheim, CA 92806	Costa Mesa, CA 92626		
Rv	By		
Fitle: James DiMartile	Title: Michele A. Richards, VP, Business Development		

#### RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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

### **Upper Crust Distribution**

Location/Space: Davis Commissary

Baked Goods Sales and Service

Agreement No: **16666** Date: May 2, 2016

# OC FAIR & EVENT CENTER GREEN GATE VILLAGE RENTAL AGREEMENTS FOR BOARD APPROVAL MAY 2016

CONTRACT#	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
16601	Abdin Etc., Inc. dba Aroma- Burner.com	Green Gate Village		07/01/16-08/16/16		\$250.00
16602	ABM Perfume and Cosmetics	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16603	California Clothing Company	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16604	Slafkin Enterprises	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16605	Empire Wireless	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16606	Harris Brothers Jewelry	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16607	J. H. Store	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16608	Mad Signs	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16609	Mr. Beads	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16610	P &T Enterprises	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16611	Ralph's Sportswear, LLC dba Allegiance	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16612	Trendy Gravity	Green Gate Village		07/01/16-08/16/16		\$2,300.00
16613	Trenz For Chicks	Green Gate Village		07/01/16-08/16/16		\$2,300.00

REVIEWED	AGRE
APPROVED	DATE

# AGREEMENT NO. **16601**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Abdin Etc., Inc. dba Aroma-Burner.com** (the "Renter").

### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #7
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	Size	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u><b>Due Date</b></u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Abdin Etc., Inc. dba Aroma-Burner.com 512 W. Palm Avenue	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Monrovia, CA 91016	Costa Mesa, CA 92626
By	Ву
Title: Connie Abdin	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

# Abdin Etc., Inc. dba Aroma-Burner.com

Agreement No: 16601

Date: April 12, 2016

Location/Space: Green Gate Village #7

Aroma Burners/Diffusers Fragrant Oils Incense and Incense Accessories Scented Crystals

REVIEWED	A
APPROVED	D.

# AGREEMENT NO. **16602**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **ABM Perfume and Cosmetics** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #9
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	Size	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

ABM Perfume & Cosmetics 9461 Sean Way	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Westminster, CA 92683	Costa Mesa, CA 92626
By	By
Title: Billy Lien	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

# **ABM Perfume and Cosmetics**

Agreement No: 16602 Location/Space: Green Gate Village #9 Date: April 12, 2016

Fragrances Nail Polish Cosmetics

# **Hair Accessories:**

Clips Extensions Feathers

Headbands

Pins

REVIEWED	AGRE
APPROVED	DATE

# AGREEMENT NO. **16603**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and California Clothing Company (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #2
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	Size	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

California Clothing Company 619 Carnation Drive	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive	
Placentia, CA 92870	Costa Mesa, CA 92626	
By	By	
Title: Greg Silva	Title: Michele A. Richards, VP, Business Development	

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

# **California Clothing Company**

Agreement No: 16603 Location/Space: Green Gate Village #2 Date: April 12, 2016

# **Men's Clothing:**

Walk Shorts **Board Shorts** T-shirts Tanks

# Women's Clothing:

Skirts

Shorts

Tops

Tanks

Dresses

Hoodies

Shoes-Vans and Converse

REVIEWED	AGRE
APPROVED	DATE

# AGREEMENT NO. **16604**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Slafkin Enterprises (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #10
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00
Green date vinage	13 X 13	mme	\$2,500.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Slafkin Enterprises 18333 Hatteras Street, Unit 102	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Tarzana, CA 91356 By	Costa Mesa, CA 92626  By
Title: Debbie Slafkin	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

**Slafkin Enterprises** 

Location/Space: Green Gate Village #10

Agreement No: **16604** Date: April 12, 2016

Sun Hats Visors Caps Scarves

REVIEWED	AGREE
APPROVED	DATE

# AGREEMENT NO. **16605**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Empire Wireless** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #6
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u><b>Due Date</b></u> 4/29/2016 5/27/2016		Amount \$1,150.00 \$1,150.00	
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00	

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Empire Wireless 502 S. Maria Avenue	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive	
Redondo Beach, CA 90277	Costa Mesa, CA 92626	
By	By	
Title: Hamidullah Aziz	Title: Michele A. Richards, VP, Business Development	

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

**Empire Wireless** 

Agreement No: 16605 Location/Space: Green Gate Village #6 Date: April 12, 2016

# **Cell Phone Accessories:**

Snap On Cases Leather Cases Car/Travel Chargers Bluetooth

REVIEWED	AGREE
APPROVED	DATE

AGREEMENT NO. **16606**DATE **April 12, 2016** 

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Harris Brothers Jewelry** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #5
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	Space Type Inline	<u>Charges</u>
Green Gate Village	15' x 15'		\$2,300.00

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

Payment Schedule First Payment Final Payment	<u><b>Due Date</b></u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$10	0 per payment.	Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Harris Brothers Jewelry	32 <sup>nd</sup> District Agricultural Association		
68 Rainbow Ridge	88 Fair Drive		
Irvine, CA 92603	Costa Mesa, CA 92626		
By Title: Robert Harris	By Title: Michele A. Richards, VP, Business Development		

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

**Harris Brothers Jewelry** 

Location/Space: Green Gate Village #5 Date: April 12, 2016

Agreement No: 16606

# Stainless Steel, Sterling Silver and Tungsten Jewelry:

Necklaces

Bracelets

Rings

Earrings

Anklets

Toe Rings

REVIEWED	AGREE
APPROVED	DATE

# AGREEMENT NO. **16607**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **J. H. Store** (the "Renter").

### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #11
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	Size	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

J.H. Store 1116 E. Harvest Moon Street	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
West Covina, CA 91792	Costa Mesa, CA 92626
By	Ву
Title: Henry Wen	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

J. H. Store Agreement No: 16607

Location/Space: Green Gate Village #11 Date: April 12, 2016

# **Handcrafted Wooden:**

Decorative Boxes

Pictures

Baskets

Bowls

Serving Trays Wine Bottle Rest

REVIEWED	AGREEMENT I	NO.	16608
APPROVED	DATE	Apr	il 12, 2

# **COMMERCIAL** RENTAL AGREEMENT

**April 12, 2016** 

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Mad Signs (the "Renter").

### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #8
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description Green Gate Village	<u>Size</u> 15' x 15'	Space Type Inline	<u>Charges</u> \$2,300.00
Green Gate Vinage	13 X 13	mme	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Mad Signs 790 N. Angelina Drive, Apt. #2	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Placentia, CA 92870	Costa Mesa, CA 92626
Ву	Ву
Title: Jose Dehesa	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

Mad Signs Agreement No: 16608

Location/Space: Green Gate Village #8 Date: April 12, 2016

License Plate Frames Custom Signs Vinyl Stickers

REVIEWED	AGREEMENT N	IO.	16609
APPROVED	DATE	Apri	1 12, 2

# **COMMERCIAL** RENTAL AGREEMENT

**April 12, 2016** 

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Mr. Beads (the "Renter").

### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #12
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u><b>Due Date</b></u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Mr. Beads 1329 West Sharon Road	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Santa Ana, CA 92706	Costa Mesa, CA 92626
By	By
Title: Adan Arias	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

Mr. Beads Agreement No: 16609

Location/Space: Green Gate Village #12 Date: April 12, 2016

# **Custom Jewelry:**

Necklaces Bracelets Earrings Rings

REVIEWED	AGREE
APPROVED	DATE

# AGREEMENT NO. **16610**DATE **April 12, 2016**

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **P &T Enterprises** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #13
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	Size	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u><b>Due Date</b></u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

P & T Enterprises	32 <sup>nd</sup> District Agricultural Association		
16516 Walnut Street	88 Fair Drive		
Fountain Valley, CA 92708	Costa Mesa, CA 92626		
By	By		
Title: Peter Nguyen	Title: Michele A. Richards, VP, Business Development		

- 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 Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

**P &T Enterprises** 

Agreement No: 16610 Location/Space: Green Gate Village #13 Date: April 12, 2016

# Cell Phone and ipad Accessories:

Cases

Pouches

Headsets

Speakers

Chargers Batteries

Holders

REVIEWED			
APPROVED			

AGREEMENT NO. **16611**DATE **April 12, 2016** 

# COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Ralph's Sportswear, LLC dba Allegiance (the "Renter").

### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #14
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	Size	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Ralph's Sportswear, LLC dba Allegiance 2455 Canyon Creek Road	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Escondido, CA 92025	Costa Mesa, CA 92626
By	Ву
Title: George Malko	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

# Ralph's Sportswear, LLC dba Allegiance

Agreement No: 16611 Location/Space: Green Gate Village #14 Date: April 12, 2016

# Men's and Women's Apparel:

Walk Shorts **Board Shorts** Shirts T-shirts Tanks Hoodies

Sunglasses

REVIEWED	AGREEMENT N	NO.	16612
APPROVED	DATE	Apr	il 12, 2

# **COMMERCIAL** RENTAL AGREEMENT

**April 12, 2016** 

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Trendy Gravity (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #4
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	Space Type Inline	<u>Charges</u>
Green Gate Village	15' x 15'		\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

# Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

Trendy Gravity 4453 Bartlett Avenue	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive
Rosemead, CA 91770	Costa Mesa, CA 92626
By	
Title: Larry Nhan	Title: Michele A. Richards, VP, Business Development

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

**Trendy Gravity** 

Location/Space: Green Gate Village #4 Date: April 12, 2016

Agreement No: 16612

Boots Shoes Sandals

REVIEWED	AGREE
APPROVED	DATE

AGREEMENT NO. **16613**DATE **April 12, 2016** 

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Trenz For Chicks** (the "Renter").

#### WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/01/2016-8/16/2016 CLOSED MONDAYS & TUESDAYS.
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: GGV #3
- 3. The purpose of occupancy shall be limited to (see attached Products and Services), and shall be for no other purpose or purposes whatsoever.
- 4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	Space Type	<u>Charges</u>
Green Gate Village	15' x 15'	Inline	\$2,300.00

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

Payment Schedule First Payment Final Payment	<u>Due Date</u> 4/29/2016 5/27/2016		<u>Amount</u> \$1,150.00 \$1,150.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total:	\$2,300.00

#### Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
- 9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Trenz for Chicks P.O. Box 2502 Mission Viejo, CA 92690	32 <sup>nd</sup> District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626
By	By
Title: Jill Broderick	Title: Michele A. Richards, VP, Business Development

#### RULES AND REGULATIONS GOVERNING RENTAL SPACE

- 1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
- 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
- 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
- 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
- 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
- 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
- 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
- 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
- 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
- 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
- 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
- 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
- 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
- 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
- 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
- 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
- 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
- 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

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

**Trenz For Chicks** 

Location/Space: Green Gate Village #3 Date: April 12, 2016

Agreement No: 16613

#### Women's Clothing:

Dresses

Skirts

Pants

Tops

Tanks

## Women's Jewelry:

Earrings

Necklaces

Bracelets

#### Women's Accessories:

Casual Hats

Scarves

Headbands

## OC FAIR & EVENT CENTER ACTIVE JOINT POWERS AUTHORITY AGREEMENTS

As of April 30, 2016

				PROJECT TOTAL
03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
)3211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
)3211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
)3215033	08/28/15	Pac Amp Fall Protection - Solicitation of Bids	CFFA	\$7,050.00
)3215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	\$190,900.00
)3215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
)3215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
)3215051	12/01/15	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$13,750.00
)3215058	12/18/15	Action Sports Arena Painting Project	CFFA	\$175,176.00
)3215059	12/18/15	Action Sports Arena Roofing Project	CFFA	\$540,060.00
)3216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
03216001	03/11/16	Livestock Judging Arena Project Bid Solicitation	CFFA	\$6,050.00
03216037	04/29/16	Multi Parking Lot Paving Construction Project	CFFA	\$740,628.60
	3211031, Arch 3211031, Geo 3213031/B, Const 3215033 3215042 3215048 3215050 3215051 3215058 3215059 3216012 3216001	3211031, Arch 01/18/13 3211031, Geo 01/18/13 3213031/B, Const 08/15/13 3215033 08/28/15 3215042 12/01/15 3215048 12/02/15 3215050 11/16/15 3215051 12/01/15 3215058 12/18/15 3216012 02/24/16 3216001 03/11/16	Pacific Amphitheatre Renovation - Architecture  3211031, Geo  01/18/13  Pacific Amphitheatre Renovation - Geotechnical  Pacific Amphitheatre Renovation - Geotechnical  Pac Amp Berm Renovation - Phase II  Pac Amp Fall Protection - Solicitation of Bids  215033  08/28/15  Pac Amp Fall Protection - Solicitation of Bids  Pac Amp Fall - Building Architecture Design & Construction Documents  Century Barn Replacement Project - Solicitation of Bids  12/02/15  Pac Amp Seating Installation  P	Pacific Amphitheatre Renovation - Architecture  MAKE Architecture  2211031, Geo  01/18/13  Pacific Amphitheatre Renovation - Geotechnical  Willdan Geotechnical  3213031/B, Const  08/15/13  Pac Amp Berm Renovation - Phase II  CFFA  3215033  08/28/15  Pac Amp Fall Protection - Solicitation of Bids  CFFA  3215042  12/01/15  Hero's Hall - Building Architecture Design & Construction Documents  CFFA  3215048  12/02/15  Century Barn Replacement Project - Solicitation of Bids  CFFA  3215050  11/16/15  Pac Amp Seating Installation  CFFA  3215051  12/01/15  Hero's Hall Renovation Project - Solicitation of Bids  CFFA  3215058  12/18/15  Action Sports Arena Painting Project  CFFA  3216012  02/24/16  Hero's Hall Renovation Project  CFFA  Livestock Judging Arena Project Bid Solicitation  CFFA

## New Joint Powers Authority Agreements

**April 2016** 



CALIFORNIA
FAIRS FINANCING
AUTHORITY

Francisco

DESESS.

CONSTRUCTION.

1776 Tribute Road, Suite 100 Sacramento, CA 95815

Phone (916) 263-6110 hax. (916) 263-6116

## LETTER OF UNDERSTANDING Multi Parking Lot Paving Construction Project

To:

Becky Bailey-Findley, Managing Director

California Fairs Financing Authority

Date: April 29th, 2016

From:

32nd DAA, Orange County Fair & Event Center

Subject:

Letter of Understanding No. 16-037 (CFFA Project No. 032-16-037)

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, (April 29, 2016), Multi Parking Lot Construction Project

SCHEDULE:

Two Phases; Phase 1, May 2-16, 2016, Phase 2: June 2-16, 2016

FUNDING:

Fair Funded

- 1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project management/administration fees, project inspection fees, and third party charges ("Project Cost"), per Authority's fee schedule, where applicable, identified in Exhibit A attached.
- The Authority's project management/administration fee ranges between six percent (6%) and twelve percent (12%) of project construction costs. Based upon the project scope, size and complexity, Authority's fee for this project will be 9%.
- 3. Upon approval of this LOU, Authority shall invoice the Fair for the amount of <a href="THREE HUNDRED SEVENTY THOUSAND">THREE HUNDRED FOURTEEN DOLLARS and 30/100 CENTS (\$370,314.30)</a>, which is 50% of the current estimated Total Project Cost (\$740,628.60). Request for additional funds will be invoiced by Authority when the project balance drops below 25% of the Total Project Cost. 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.
- 4. Construction work will not commence until an executed LOU for the project is in-place.

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-Findle

Managing Director

California Fair Services Authority

Value V

Chief Executive Officer

Orange County Fair & Event Center



CALIFORNIA
FAIRS FINANCING
AUTHORITY

Financing Design

Construction

1776 Tribute Road, Suite 100 Sacramento, CA 95815 Phone: (916) 263-6100 Fax: (916) 263-6616

#### Exhibit A

April 29, 2016

Project No.

032-16-037

Subject:

32<sup>nd</sup> District Agricultural Association (DAA)

Orange County Fair & Event Center Multi Parking Lot Paving - Construction

The cost proposal is for the construction portion of Multi-Parking Lot Paving Project at the Orange County Fair and Event Center (OCFEC), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> DAA (Fair).
- B. The Contract will be between CFFA and the Contractor.
- C. The project consists of the re-paving, sealing, stripping, etc., of all or a portion of Parking Lot A, B, C, and D at the Fair.
- D. CFFA will provide project management, inspections, and administration services associated with this project, including the project oversight.

The total cost, for the **Multi Parking Lot Paving Construction Project** is estimated to be \$740,628.60. This cost includes a 5% construction contingency, estimated professional and 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 nine percent (9%) of the contractor's 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 Multi-Parking Lot Paving Projects

#### Cost Breakdown

Total Costs, with Fees and Estimated	Costs		\$ 740,628.60
Other Direct Costs Handling Fee (3%)	\$	138.60	\$ 58,233.60
Construction Project Administration Fee (9%)	\$	58,095.00	
MANAGEMENT/ADMINISTRATION FEES			
	Reimbu	rsable Sub-Total	\$ 1,620.00
Misc.	\$	100.00	
Reproduction Services	\$	100.00	
Travel & Associated Costs	\$	1,420.00	
**REIMBURSABLES (Estimate)			
	ssional Ser	rvices Sub-Total	\$ 3,000.00
Special Inspections (mix analysis, compact testing, etc.)	\$	3,000.00	
Architect Construction Services		-	
**PROFESSIONAL SERVICES/CONSULTANTS (Estimate)			
*CONSTRUCTION CONTINGENCY (5%)	\$	32,275.00	\$ 32,275.00
	Constru	ection Sub-Total	\$ 645,500.00
Add. Alternative #2: Paint Sandblasted Curbs (2 coats)	\$	2,800.00	
Add. Alternative #1: Sandblast Curbs to Repaint	\$	6,900.00	
Contractors Cost: Base Bid	\$	635,800.00	
PROJECT CONSTRUCTION COSTS			

<sup>\*</sup>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/Handling fees.

Note: Estimate for Travel costs reduced due to concurrent projects.

This cost proposal is inclusive of the contract construction agreement between CFFA and contractor, project management/administration, professional and reimbursable costs, inspections and project oversight. The project, which will be conducted in two phases, and will commence May 2, 2016 and be completed by June 16, 2016 with an expected project duration of approximately two (2) months. The Fair understands that additional project management/administration costs will be incurred if the project extends beyond the current scheduled completion date of June 16, 2016, or if the project exceeds the current scope.

Based on the total cost and scheduled duration of the project, the project cost will be billed in two equal sums of \$370,314.30, with the first payment due upon the signing of the LOU. The second payment will be invoiced when project funds held by CFFA are below 25% of the projects total cost, which for

<sup>\*\*</sup>Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project. Note

Project 032-16-037 is \$185,157.15. CFFA will supply the Fair with the current balance of the project funds held by CFFA with 24 hours' notice.

If the project progresses past the scheduled completion date of June 16, 2016, additional project management/administration fees will be incurred. The additional fees will be based upon a rate of \$29,047.50 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 associated with an extension of the project, including handling fee, along with any project management fees based upon the use of any contingency funds, will be billed by CFFA, 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.

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. CFFA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

Items not included in the proposal are, any permits or fees for services required by other governmental agencies or public or private entities. Also, not included are costs associated with the Fair's requested of required special conditions that are beyond CFFA's standard construction management services. When these additions services are requested or required, they will be added to the contract, based on a time and materials basic in accordance with CCFA's current Fee Schedule.

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 16-037, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 16-037, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

## **Joint Powers Authority**

**Invoices Paid April 2016** 



CALIFORNIA
FAIRS FINANCING

FINANCING

Diston

Construction

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

Paid 04/21/2016 Check # 79016

## Payment Authorization

	4/14/2016 Amount: \$1,833.90
Vendor Name:	CFFA
Invoice No.:	1894
Invoice Date:	4/14/2016
Project No.:	03215042
Project Name:	Memorial Gardens / Heroes Hall
<b>-</b>	Building Architectural Design & Construction Documents
Fair Name:	OC Fair & Event Center
	Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.
Approved for Payment	- Daniel
	Project Manager
	Construction Manager
	Crash Lister
	Accounting Administrator
· ·	
	Managing Officer or Designee



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

### Invoice

Invoice Number: 1894

Despise

Invoice Date:

4/14/2016

Customer Code: 32nd

Project:

03215042

Hero's Hall Architect Review

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 15-042 (6% of Consultants Costs) ATI Inv #99719	1,833.90
	\$1,833.90

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$1,833.90

Sales Tax:

0.00

Invoice Total:

\$1,833.90

# Orange County Fair & Event Center Memorial Gardens/Hero's Hall Architectural Design & Construction Documents

PROJECT DESIGN COSTS				
ATI Consultant Proposal	S	156,100.00		
ATI Design Change Order	\$	18,900.00		
		Document Sub-Total	\$	175,000.00
CONSULTANT SCOPE CONTINGENCY (0%)	\$	0.00	\$	0.00
Travel-Hotel	\$	5,000.00	\$	5,000.00
ADMINISTRATION FEES				······
Project Administration Fee (6%)	•		\$	9,366.00
Project Administration Fee (6%) ATI Change Order			\$	1,134.00
Misc. Costs ie. Shipping, printing, etc.				400.00
Total Costs, with Fed	S	190,900.00		

<sup>\*</sup>Only actual costs directly associated with any utilized construction contingency funds will be subject to CFFA's Administration Fee.

It is scheduled that the project will commence immediately. The Fair will be billed monthly upon receipt of the Consultants invoice, with the project administration fee being billed at the same time. 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 and meets. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this Letter of Understanding (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. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING

Design

Construction

1776 Tribute Road, Suite 190 Sacramento, CA 95815

Phone: (916) 263-6100 Fax: (916) 263-6116 Paid 04/21/2016 Check # 79016

## Payment Authorization

	4/6/2016	Amount:	\$118.22
Vendor Name:	CFFA		
Invoice No.:	1889		
Invoice Date:	3/31/2016		
Project No.: Project Name:	03213031 Pacific Amphitheater Be	erm Renovatio	n: Phase II
Fair Name:	OC Fair & Event Center		

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Project Manager

Construction Manager

Accounting Administrator

Managing Officer or Designee



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

#### Invoice

Invoice Number: 1889

Invoice Date:

3/31/2016

Customer Code: 32nd

Project:

03213031

Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 - PAC AMP Phase II Direct Costs - 03/2016	118.22
	\$118.22

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$118.22

Sales Tax:

0.00

Invoice Total:

\$118.22

### **General Ledger Detail**

#### Current Period 03 (3/1/2016 - 3/31/2016)

CFFA Marcus Lee Unit Of Measure: \$

Friday, April 01, 2016 12:12:48PM Page 1

Date	Posting Description	Reference 5	Source	Merge #	Debit	Credit	Balance
468-03	468-032-03213031-A Reimbursement Direct, 032, Pac Am 645-032-03213031-A Ops Delivery, 032, Pac Amp Phase II						258.25- 3,25
3/23/201		Invoices /	AP-Invoice		3,22		3.22
645	5-032-03213031-A	Net:	3.22	.,,	3.22	0.00	6.47
<b>651-032-03213031-A</b> 3/4/2016 Summarized AP Invoices		Legal, 032, Pac Amp Phase II , Invoices AP-Invoice enderson LLP Invoice: 80148 Legal Services - FEB. 2016		115.00		255.00	
651	I-032-03213031-A	Net:	115.00		115.00	0.00	370.00
\$ Grand	Totals	Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
3 Graniu	lotais	0,00	118.22		118.22	0.00	118.22
					Total Debits	Total Credits	Balance
		\$ Trial Balances	Prior	;	258.25	258.25	0.00
			Activity Ending		118.22 376.47	0.00 258.25	118. <b>2</b> 2 118.22



200						N.
AND SHOWING THE PARKS	invoice#	Account#	Invoice Date	Current Invoice	Total Due	Payment
	3028374	8112	03/15/2016	\$9.66	\$12.89	

8112
California Fairs Financing Authority
1776 TRIBUTE ROAD
STE 100
SACRAMENTO CA 95815

Please detach this portion and remit with Payment to: Golden State Overnight P.O. BOX 10877 Pleasanton, CA 94588 For questions about this invoice call 800-322-5555 Ext. 6

#### Account Statement

Previous Balance	\$3.23	
Paymels Received	\$0,00	
Adjustments	\$0.00	
Past Due	\$3.23	
Current Invoics	\$9.66	
Total Due	\$12.89	

#### GSO Service Types

PDS:	GSO Priority Overnight
SDS;	GSO Saturday Delivery
EP\$:	GSO Early Priority Overnight
ESS:	GSO Early Saturday
CPS:	GSO Ground

#### Invoice Details

Ship Date	Ship To Company	Zip					
Tracking #	Delivery Address		Signed By	Reference #	Туре	COD Chrg	Fuel Chrg
		City	Delivery Time	Comment	#LBS	Ins Chrg	Total Chrg
- 1-	Feldman & Associates, INC.	90025	Karen		CPS	\$0.00	
531142624	11030 Santa Monica Boulevard Suite 109	Los Angeles	3:08 pm		0,0		\$0.15
21.	-		O.O.O. prij		<u>L</u>	\$0.00	\$3.22
					CPS	\$0.00	-
**	3	<u> </u>			L	\$0.00	
	•		•		CPS	\$0.00	•
	-5. <u>-5</u>				3	\$0,00	

Total Fuel Charge: Total Shipping Charge:







#### 800-322-5555 www.gso.com

Ship From

CALIFORNIA FAIRS FINANCING AUTHORITY CFFA 1776 TRIBUTE ROAD STE 100 SACRAMENTO, CA 95815

Ship To
FELDMAN & ASSOCIATES, INC.
DAVID J SIRE, JR.
11030 SANTA MONICA BOULEVARD SUITE 109
LOS ANGELES, CA 90025

COD: \$0.00
Weight: 0 lb(s)
Reference:

Delivery Instructions:

Signature Type: REQUIRED

Tracking #: 531142624

CPS



LAX LOS ANGELES B

D90025A



49084493

Print Date: 3/7/2016 12:30 PM:

#### LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.

Use the "Print Label" button on this page to print the shipping label on a laser or inkjet printer. Securely attach this label to your package, do not cover the barcode.



1901 Avenue of the Stars, Suite 575 Los Angeles, CA 90067 (310) 788-9200 EIN: 95-4655650

California Fairs Finance Authority 1776 Tribute Road Sulte 220 Sacramento, CA 95815 Invoice Number:

80148

Involce Date:

03/04/2016

Matter:

4520.001

For services through: 02/29/2016

RE: General Facilities

Professional Services .

		- •						
Date	Code	Description				Hours	Rate	Amount
				•	•			
02/16/2016	KC					0.10	\$230	23.00
02/25/2016	KC					0.40	\$230	92.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100 Sucramento, CA 95815

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

Construction

Paid 04/21/2016 Check # 79016

## Payment Authorization

-	4/6/2016 Amount: \$178.41
Vendor Name:	CFFA
Invoice No.:	1888
Invoice Date:	3/31/2016
Project No.:	03216012
Project Name:	
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 Admiristrator
	Managing Officer or Designee



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

#### Invoice

Invoice Number: 1888

Invoice Date:

3/31/2016

Customer Code: 32nd

Project:

03216012

Heroes Hall Renovation - Construction

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03216012 - Heroes Hall Renovation Construction - 03/2016	178.41
	\$178.41

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$178.41

Sales Tax:

0.00

Invoice Total:

\$178.41

### **General Ledger Detail**

### Current Period 03 (3/1/2016 - 3/31/2016)

CFFA Marcus Lee Unit Of Measure: \$

Friday, April 01, 2016 11:10:55AM Page 1

Marcus Lee		····		_	M #	Debit	Credit	Balance
Date	Posting Description			Source	Merge #	Deoit	Credit	
<b>643-032-</b> 3/18/2016 3/18/20		s In	yoices	<b>2, Heroes Ha</b> AP-Involce tatement - Opera		19.34 Supplies - Home I	Depot -	19.34
643-0	)32-03216012-A		Net:	19.3	4	19.34	00,0	19.34
	-03216012-A	Travel-proj	ects, 032,	Heroes Hall	Co			0.00
3/18/2016 3/18/20 3/18/20 3/18/20 3/18/20	D16 West America Bank D16 West America Bank D16 West America Bank	s Ir Invoice: 03182016 Invoice: 03182016	ivolces March 2016 9 March 2016 9 March 2016 9	AP-Involce Statement - Opera Statement - Opera Statement - Opera Statement - Opera	ating, M. Seller ating, D. Frees ating, D. Frees ating, D. Frees	159.07 ns Flight - HH Conste e Flight HH Constr. e Hotel - HH Const e Parking - HH Cor	- 3/14 r 2/29 estr 2/29	47.80 47.80 53.27 10.20
664-0	)32-03216012-A		Net:	159.0	7	159.07	0.00	139,07
\$ Grand To	itals	Beq1	nning Balance	Net Activ		Total Debits 178.41	Total Credits 0.00	Balanc 178.41
		0.00		178.4	łT	Total Debits	Total Credits	Balanc
		\$ Trial	Balances	Acti	rlor: vity: ling:	0.00 178.41 178.41	00,0 00.0 00.0	0,00 178,4: 178,4:

#### Michael Sellens

From:

Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Sent:

Friday, March 04, 2016 11:33 AM

To:

Michael Sellens

today!

Subject:

Flight reservation (RRAPW8) | 08MAR16 | SMF-SNA | Sellens/Michael

Thanks for claiming southwester to your ago × Log in | View my Itinerary Check Flight Change Flight Special Offers Hotel Checkin Offers Ready for takeoff! × Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels! Air finerary **AIR Confirmation: RRAPW8** Confirmation Date: 03/4/2016 Est. Points Passenger(s) Rapid Rewards # Ticket # Expiration Earned SELLENS/MICHAEL Join or Add # 5262189264213 Mar 4, 2017 4184

Rapid Rewards points earned are only estimates. Not a member - visit Southwest.com/rapidrewards, and sign up

Date	Flight	Departure/Arrival	Market Transmiss (CEE 1) (IV. 100 clining) to the School S
Tue Mar 8	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 brs. 35 mins Anytime	
Date	Flight	Departure/Arrival	$\overline{\mathbf{x}}$
Fri Mar 11	341	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 PM Travel Time 1 brs 25 mms Anytime	
(X)	Southwest.co	your flight(s): 24 hours before your trip on on your mobile device to secure your boarding position. gned a boarding position based on your check-in time. bu check in within 24 hours of your flight, the earlier you	X Transmission
X	Bags fly free apply. One sr items, free of	®: First and second checked bags. Weight and size limits mall bag and one personal item are permitted as carryon charge.	
× 0	area no later	pefore departure: We encourage you to arrive in the gate than 30 minutes prior to your flight's scheduled departure egin boarding as early as 30 minutes before your flight.	
<b>X</b>	and be in the	pefore departure: You must obtain your boarding pass(es) gate area for boarding at least 10 minutes prior to your uled departure time. If not, Southwest may cancel your ce 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.

× 1277.

Air Cost: 477.96

Fare Rule(s): 5262189264213: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20SSMF5.60 SNA5.60



Learn about our boarding process



Learn about inflight
WiFi & entertainment

#### Cost and Payment Summary

AD RRAPWS

 Base Fare
 \$ 418.38

 Excise Taxes
 \$ 31.38

 Sepment Fee
 \$ 8.00

 Passenger Facility Charge
 \$ 9.00

 September 11th Security Fee
 \$ 11.20

 Total Air Cost
 \$ 477.96

Payment Information

Payment Type: Visa XXXXXXXXXXXXX1737

Date: Mar 4, 2016

\$ 9,00 Payment Amount: \$477.96

147,80

## Southweste

FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS"

#### Thank you for your purchase!

#### **Southwest ₹**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - 5NA

Air

Confirmation #R8BUCR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA Monday, March 14, 2016 - Friday, March 18, 2016

Air Total: \$477,96

Amount Pald \$477.96

Trip Total \$477.96

HAR 14 03/14/16 - Orange County MON

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA 03/14/2016 - 03/18/2016

Confirmation #

RBBUCR

Adult Passenger(s)

DAVID FREESE

Rapid Rewards # 00000337987344

Substrice to Feght States Messaging

Trave! Date	Ellaht Coomo			Filght Summary
DEPART HAR 14	10:55 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Fright Southwest-	Monday, March 14, 2016
MON	12:15 PM	Árrive in Orange County/Santa Ana, CA (SNA)	With available	Frave-Tone 1 o 20 o (Nonstop) Anylune
₹ETŲ₽N	02:25 PM	Départ Orange	Flight	
81 SAH	******	County/Santa Ana, CA	Flight \$5.00 worts	Friday, March 18, 2016
FRI		(SNA) on Southwest Airlines		
				Travet Tima 1 n 25 m
	03:50 PM	Arrive in Sacramento, CA (SMF)	Vhft avelatie	(Nonstop) Anytene

#### 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

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 Right. Customers who fail to cancel reservations for a

Wanna Get Away 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 forfacted, including Business Select and Anytime funds.

#### PRICE: ADULT

Trìp	Routing	Fare Type   View Fare Rules	Fi	are Octails	Quantity
Depart	SMF-SNA	Anytime Great Festsky	<ul> <li>Figs Refugetor</li> <li>Réme Zés Charges</li> <li>Bar Charges</li> </ul>		1
Raturn	SHA-SMF	Anytime Great Restity	s Fight Mathematics s Same Day Diverges s Sai Coange Sint	7. mk = 7 m	1
		rds and earn at least 4184 Point og in to ensure you are geiting:		Subtotal	\$477.96 Fare Breakdown
		1 small personal item are free, see िस second bags are free, स्थल अपन्यक्षीर व		Bag Charge	\$0,00

Air Total: \$477.96

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road State 220 Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXXXXXXXX-1737

\$477,96

Amount Paid \$477.96

Trip Total \$477.96 47.80

in Bods Southwest Annes for Au Rogers Reserved I Use of the Southwest wapenes and our Compeny action points are appeared to the Edward Complete.

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/26/2016 12:20 PM MELISSA

Loyalty Club:

Registered To:

Vacaville, CA 95687

(160) 207-6114

Freese, David **BW-REGULAR GUESTS** 292 Shasta Drive

6006637310286679

PLATINUM

Room #

223-A

Conf# Arrival 111465 02/22/16

Departure

02/26/16

Room Type Guests

BS-Business - Suite

2/0

Payment

Visa/Master

Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount	
02/22/16	khaled	RC	ROOM CHARGE				\$119.99
02/22/16	khaled	9	ROOM TAX				\$9.60
02/22/16	khaled	91	CITY BIA				\$3.60
02/23/16	khaled	RC	ROOM CHARGE				\$119.99
02/23/16	khaled	9	ROOM TAX				\$9.60
02/23/16	khaled	91	CITY BIA				\$3.60
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02/24/16	DEPALÂ	9	ROOM TAX				\$9.60
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02/25/16	DEPALM	91	CITY BIA				\$3.60
02/26/16	MELISSA	<b>V</b> S	PAYMENT VISA/MC		0686 - 812263		\$532.76-
					Balanc	e Due	\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Sic	nature

SAC. NTL AIRPORT
6900 AIRPORT BLV0
5800 AIRPORT BLV0
SACRAMENTO, 95837

PS 386 02/26/16 14:02
Cashier 30
Receipt 027510

Short-term Parking Tkt
GRE - No. 023672
02/21/16 00:01
02/26/16 14:02
02/21/16 00:01
02/26/16 14:02
Period 5d14h2'
S102.00

Total

Payment Received
VISA
XXXXXXXXXXXXXX0686
Auth. Co. 616220

Sub Total

All Amounts in USD.
Deliv. Date=Receipt Date



## More saving. More doing."

2300 HARBOR BLVD, COSTA MESA 92626 CUSTOMER INQUIRIES (949)646-4220

6664 00008 54646 03/16/16 07:S7 PM CASHIER JUDITH - JXA3726

071649395604 LOCK. <A> 13.97 2" SET-YOUR-OWN-COMBO 736511500677 67WEISERKEY <A> 67 KEY WEISER 2@1.97 3.94

SUBTOTAL 17.91
SALES TAX 1.43
TOTAL \$19.34
XXXXXXXXXXXXXXXX0686 VISA 19.34
AUTH CODE 126175/3081688 TA

P.O.#/JOB NAME: HEROESHALL TRAILER

Α



6664 08 54646 03/16/2016 6767

RETURN POLICY DEFINITIONS

POLICY ID DAYS POLICY EXPIRES ON

1 90 06/14/2016

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS, PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

TO WIN A \$5,000 HOME DEPOT GIFT CARD!

\*\*\*\*\*\*\*\*\*\*\*\*

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www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE



California FAIRS FINANCING AUTHORITY

Finascing Design Construction

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

Paid 04/21/2016 Check # 79016

## Payment Authorization

	4/6/2016 Amount: \$1,896.95
Vendor Name:	CFFA
Invoice No.:	1887
Invoice Date:	3/31/2016
Project No.:	03216001
Project Name:	Livestock Judging Arena Project Bid Solicitation
Fair Name:	
	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
	Chi Jisha
	Accounting Administrator
	Bailey Tidly Managing Officer or Design to



FISANCES Dishis Construction

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

#### Invoice

Invoice Number: 1887

Invoice Date:

3/31/2016

Customer Code: 32nd

Project:

03216001

Livestock Judging Arena - Bidding

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03216001 Livestock Judging Arena - Biddng - 03/2016	1,896.95
	\$1,896.95

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$1,896.95

Sales Tax:

0.00

Invoice Total:

\$1,896.95

#### **General Ledger Detail**

#### GL Detail Report (1/1/2011 - 4/30/2016)

CFFA Marcus Lee Unit Of Measure: \$

Friday, April 01, 2016 11:08:18AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
542-032	-03216001-A Pr	inting-Projects, 03	2, Livestock	c Jui			0.00
3/31/2016	Summarized AP Involces	Invoices	AP-Invoice		267.90		
2/3/20:	16 American Reprographics Con	npany Invoice: 8477956	Livestock Judgi	ng Arena - Planw	ell DMF /		196.77
2/22/20				ng Arena - Planw			11.11
2/26/20				ng Arena - Planw			10.42
3/2/20	16 American Reprographics Cor	nparry Involce: 8522151	Livestock Judgi	ng Arena - Efile t	ransfer		49,60
642-0	032-03216001-A	Net:	267	.90	267.90	0.00	267.90
64-032	-03216001-A Tr	avel-projects, 032,	Livestock J	ludg			0.00
3/4/2016	Summarized AP Involces	Involces	AP-Invoice	_	75.25		
3/4/20	16 Michael Sellens Invoice: 3/ Opening	04/16-Travel Orange Cou	inty Fair Projects	Travel Reimb,	M. Sellens Livestock	s Bid	75,25
3/18/2016	Summarized AP Invoices	Invoices	AP-Invoice		47.80		
3/18/2	016 West America Bank Invoice	e: 03182016 March 2016	Statement - Ope	erating, M. Selle	ns Flight • Lystck B	id - 2/29	47.80
664-	D32-03216001-A	Net:	123	.05	123.05	0.00	123.05
47-032	-03216001-A O	ps Advertising, 032	, Livestock	Judg			0.00
	Summarized AP Involces	Invoices	AP-Involce	•	1,506.00		
	016 West America Bank Invoice	e: 02192016 February 20	16 Statement - (	Operating, Adve	rtisement Judging ,	Arena	1,506.00
747-	032-03216001-A	Net:	1,506	.00	1,506.00	0.00	1,506.00
Grand To	otals	Beginning Balance	Net Act	ivitv	Total Debits	Total Credits	Balance
		0,00	1,896		1,896,95	0.00	1,896.95
			•		Total Debits	Total Credits	Balance
		\$ Trial Balances		Prior:	0.00	0.00	0.00
			Ac	tivity:	1,896.95	0.00	1,896.95
				nding:	1,896.95	0.00	1,896.95
			_	_	•		

ARC Document Solutions, LLC 345 Clinton St, Costa Mesa, CA 92626 Federal Tax ID: 74-6036592

INVOICE NO. 8477956

INVOICE DATE 02/03/16

WORK ORDER# F2104631

som To:

Cust# 402524

CALIFORNIA FAIRS FINANCING AUTHORITY

1776 TRIBUTE ROAD

**SUITE 220** 

SACRAMENTO, CA 95815

Cust# 31

ATTN: DAVID FREESE / CFFA

WILL CALL/WAITER - CORPORATE

345 CLINTON ST.

COSTA MESA, CA 92626

DUE: 02/03/16 at 04:00PM

CONTACT			PHONE	P	URCHAS	E ORDER#			SALES	REP		
DAVID FRI	EESE/CALIFORNIA FAIRS F	INANG	916-263-6114						Ed	Worce:	ster	
JO8#		AN BOL	ME						BILLER			roc
032-16-0	001	LIVE	ESTOCK JUDGIN	G Al	RENA	ROOF P	ROJECT		I	reen N		001
OP CODE	lejn n∵ ÷pescr	i(ortqu		TAX	000	ORIGINĀLS	CORIES	\$17 <b>5</b> 3	TIGIAL	y jim		Figure 1
8503	PW DMF/Specs			NT	001	297	. 1		297	EA	0.1730	51.38
8522.1	New Planwell Project			NT	001	1	1		1	EA	25.0000	25.00
8522	Set Up			Т	001	1	1		1	EA	5.7800	5.78
1900	BW Copies 8.5X11			T	001	328	2		656	EA	0.1390	91.18
1927	Document Assembly/Colla	ate		NT	001	3	2		6	EA	0.1800	1.08
1936	3 Hole Drill			NT	001	1	66	2	66	EA	0.0200	1.32
1953	Screw Post Bind			T	001	1	2		2	EA	2.9930	5.99
1925	Acetate Covers			T	001	1	2		2 2	EA	1.2600 1.8900	2,52 3,78
1926	Back Covers (Blk or White	e)		T	001	1	2		2	EA	1.8900	3,70
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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 BALANCE DUE TOTAL DEPOSIT SUB TOTAL DISCOUNT SALES TAX 188.03 8.74 196,77

Net 30 Days TERMS:

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

## RECEIVED

FEB 2 5 2016

INVOICE NO. 8502456

INVOICE DATE

02/22/16

WORK ORDER#

F2104743

CCA

Cust# 402524

CALIFORNIA FAIRS FINANCING AUTHORITY

1776 TRIBUTE ROAD

**SUITE 220** 

SACRAMENTO, CA 95815

Cust# 402524

ARC Document Solutions, LLC 345 Clinton St, Costa Mesa, CA 92626

Federal Tax ID: 74-6036592

CALIFORNIA FAIRS FINANCING AUTHORITY

SOLØ TO: 1776 TRIBUTE ROAD **SUITE 220** 

SACRAMENTO, CA 95815

DUE: 02/19/16 at 08:38AM

CONTACT PURCHASE ORDERA PHONE SALES REP DAVID FREESE/CALIFORNIA FAIRS FINAND 916-263-6114 Ed Worcester JOB# BILLER LOC 16001 LIVESTOCK JUDGING ARENA ROOF PROJECT Maureen Morris 001 COPIES-AMOUNT 8503 PW DMF/Specs NT 001 28 28 EΑ 0.1730 4.84 8522 Set Up 001 T ΕA 5.7800 5.78

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
10.62		0.49	11,11		11 11
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TERMS:

Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Involces undisputed for 45 days are final, 2456318

ARC Document Solutions, LLC 345 Clinton St, Costa Mesa, CA 92626 Federal Tax ID: 74-6036592

INVOICE NO. 8512199

INVOICE DATE 02/26/16

WORK ORDER# F2105354

Cust# 402524

CALIFORNIA FAIRS FINANCING AUTHORITY

1776 TRIBUTE ROAD

SUITE 220

SOLD TO:

SACRAMENTO, CA 95815

Cust# 402524

CALIFORNIA FAIRS FINANCING AUTHORITY

1776 TRIBUTE ROAD

SHIP TO: **SUITE 220** 

SACRAMENTO, CA 95815

DUE: 02/26/16 at 12:23PM

CONTACT	Commence Arts III manage and a second Assessment Assessment	PHONE		URCHA	SE ORDER#	70 L. VZI	20/10 BL 12.23F	SALES	REP		
DAVID F	REESE/CALIFORNIA FAII	1						Į.	Worces	ter	
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032-10		LIVESTOCK JU						l l	reen M		001
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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
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9.93	0.49	10.42		10.42
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TERMS: Net 30 Days

Invoices undisputed for 45 days are final. 2466144

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

**ARC Document Solutions, LLC** 345 Clinton St, Costa Mesa, CA 92626 Federal Tax ID: 74-6036592

INVOICE NO. 8522151

INVOICE DATE 03/02/16

WORK ORDER# F2060372

Cust# 31

Cust# 402524 SOLD TO:

CALIFORNIA FAIRS FINANCING AUTHORITY

1776 TRIBUTE ROAD

SUITE 220

SACRAMENTO, CA 95815

WILL CALL/WAITER - CORPORATE

345 CLINTON ST.

COSTA MESA, CA 92626

DUE: 03/02/16 at 08:00AM

CONTACT	·	PHONE	Di	IOCUAD	E ORDER#	OL, 00,0	21 10 21 06,007	SALES	DED		
	. SELLENS/CALIFORNIA FAIRS FI	i		いいしいいろ	E OUDER#			4	wer Worces	tar	
OB#		NAME						BILLER			LOC
		STOCK JUDGING	ARE	ENA R	OOF PRO	DJECT			a Richr	nan	001
DP CODS					NO OF DRIGINALS		SIZE	TOTAL		PRICE	TANOUNT
131	E-File Transfer - over 11x17		NT	001	1	1		1	ЕΛ	25.0000	25.00
308	Small Format Scan - BW	1		001	67	1	8.5X11	67	EA	0.2700	18.09
308	Small Format Scan - BW		NT	001	1	t l	11X17	1	EA	0.2700	0.23
3522	Set Up		Ŧ	001	1	1	1	1	EA,	5.7800	5.78
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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

7 of Flood and Indiana Britary Bythoric information, picase can Letteta 101103 kt 020-103-2203										
SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE					
49.14		0.46	49.60		49.60					

TERMS: Net 30 Days

Involces undisputed for 45 days are final. 247 1083



Name:

Period:

Michael Sellens

2/29/2016

min dd yy

# California Fair Services Authority

Department: CFFA/Construction

*3/2<u>4</u>/*2016

### 2016 Travel Expense Report

Transportation: Attach receipts for airline and/or rental car. Show mileage only for private vehicle.

Date	Beg. Time	End Time	Originatio	n	D	estinatio	n	Mile	eage	Tra	wel Mod	le	Cash	Charge
2/29-3/3/2016			1270		Orange	County (	(Return)			R	ental Car	r	157.89	
2/29/2016						SMF		ì	4				7.56	
3/4/2016						CFFA		1	4				7.56	
					1 17	· · ·			.0					
				lota	i miles o	t private	vehicle:		8		Su	_btotal:	173.01	
Meals and L	odging	(per day)	): Attach receipts i	fover per d	iem cost	(meals).	All recei	ipts for l	odging.					
Date		L	ocation.	Lo	ig'g	Br	kfst	Lu	nch	Dir	ner	Incidi	Cash	Charge
				Cash	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg			
2/29-3/3/2016				553.76									553.76	
2/29/2016					22.23.33.2 22.23.33.2					6.00			6.00	
3/3/2016						1				5.40			5,40	
3/3/2016										5,00			5,00	
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Date	<u> </u>	Place					Descript						Cash	Charge
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Appr	oved by	r. <u>*                                    </u>	1	·······	,-···	) ,	<i>#</i>			Tota	l Travel I	Expense		<b></b>
					15	10	Og	en	رح	(ad	d colum	n totals)	: 5	\$752.47
					'		/		<b>-</b>				/4	= 75

DOLLAR RENT A CAR

Web:

Phone: 800-800-5252 was.dollar.com



Rental Agreement No: 371909366 Date: 03/05/2016 Document: 955000804017

 $\mathbb{R}^{(G_{2})}$  , where  $\mathbb{R}^{(G_{2})}$  ,  $\mathbb{R}^{(G_{2})}$ 

Direct All Inquiries To: DOLLAR RENT A CAR PO BOX 35250 TULSA, OK 74153-1167

TAX Id:

73-1389882

Reoter: Account No.: HICHAEL SELLENS \*\*\*\*\*\*\*\*\*\*3433 VIS

MICHAEL SELLENS 5031 LOURONA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

MISCELLANEOUS INFORMATION
CC AUTH: 029541 DAIE: 2016/02/29 ANT: 177.00

RENTAL DETAILS

Rate Plan; Rented On:

IN: RXH55 OUT: RXH55 02/29/2016 08:06 LOC# 051722

OFANOE COUNTRY AP, CA
03/04/2016 13:58 LOC# 051722
ORANGE COUNTRY AP, CA
1: ELANTRA 7MSG813

Returned On: Car Description:

5171673 CAR CLASS Charged: Q6 MILEAGE Rented: C

In: 9,896 Out: 9,833

113.80

Reserved: Qó

Driven: 58

RENTAL CHARGES

1 \$ 110.80 LATCTEUS CONCESSION FEE RECOVERY

113.80 14.25

PF SURCHARGE CA TOURISM FEE LICENSE & TAX REIMBURSEMENT TAX 8.003

4.00 4.16 5.30

TOTAL CHARGES

157.89 USD

E-RETURN RECEIPT

THANK YOU FOR RESTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To: DOLLAR BENT A CAR PO BOX 35250 TULSA, OK 71153-1167 UNITED STATES

Rontal Agraement No: 371909366 03/05/2016 Date: 956090804017

Document:

Ronter: Account No.: NICHAEL SELLENS

\*\*\*\*\*\*\*\*\*\*\*3133 VIS

Phone: Web:

800~800-5252

0995 622

www.dollar.com

TOTAL CHARGES

157.89 USD

### BEST WESTERN PLUS Newport Inn

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

03/04/2016 10:53 AM

Loyalty Club:

6006630555905905

BLUE

Room #

308-A

111883

Registered To:

Sellens, Michael 5031 Lourina Court

Fair Oaks, CA 956283419

Conf # Arrival Departure

02/29/16 03/04/16

Room Type

KDZ-King - Busines

Guests

2/0

Payment

Visa/Master

Acct

(916) 966-8502

Posting Da	ti Oper	AcctCode	Description	From	Reference	Amount
02/29/16	khaled	RC	ROOM CHARGE			\$119.99
02/29/16	khaled	9	ROOM TAX			\$9.60
02/29/16	khaled	91	CITY BIA			\$3.60
03/01/16	mary	RT	RESTAURANT			\$21.00
03/01/16	khaled	RC	ROOM CHARGE			\$119.99
03/01/16	khaled	9	ROOM TAX			\$9.60
03/01/16	khaled	91	CITY BIA			\$3.60
03/02/16	khaled	RC	ROOM CHARGE			\$119.99
03/02/16	khaled	9	ROOM TAX			\$9,60
03/02/16	khaled	91	CITY BIA			\$3.60
03/03/16	khaled	RC	ROOM CHARGE			\$119.99
03/03/16	khaled	9	ROOM TAX			\$9.60
03/03/16	khaled	91	CITY BIA			\$3.60
					Balance Du	ie \$553.76

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.

Si	gn	at	ur	e



Ŷŧŷ	Iten		Price
1   5010	i Ff Ast Eka		 \$5.00
1 12	-Rst Chicken Sub		 
, .	Sub	fotal	\$5.00
	Şajeş, Ia	ж (8¥)	\$0.40
	lotal (lak	te uut)    Card	\$5.40
	0) 5(1)	Change	\$0.00

Get a Free Cookie! Take our I minute survey at www.tellsubway.com

Store #39395 0 | 949-515-6295 2590 Newport Blvd # B 3/2/2016 6:54:39 pm Trans #59036 Clerk: Bryan

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 or DRINK



mxi OPFERS m792920

ON AND RECEIVE WEEKLY CONTRACTED A SUBWAY

and of the day.

EVERY DAY A DIFFERENT \$3.50 G-INCH SUB OR 55.00 FOOTLONG SUB

SUBMAY

hand have the manufactor of the control of the cont

Smartileceipt a managementation

# STEMMEND?

uty Iten   1 SOID Ff Han   1 12" Han Sub	Price 55.00
Sub Total Total (Take Out) Credit Card Change Approval No: 003916 Reference No: 606402160834 Card Issuer: Visa Account No: 414444444433 Accorred: Swipe Amount: \$5,00 Host Id: 623-257-308438	\$5.60 \$5.60 \$5.60 \$0.00

Get a Free Cookie! Take our I minute survey at www.tellsubway.com

> Store #39395 0 | 949-515-6295 2590 Newport Blvd # B 3/3/2016-6:48:33 pm Trans #59195 Clerk: Bryan

IOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 oz DRINK



exi OPPENS 10 782920

GET MITTERSCENT WEEKING GERMANNER OF STREET

sub of the day.

EVERY DAY A DIFFERENT 53.50 G INCH SUB OR 55.00 FOOTLONG SUB

SHAWAY"

tos Angeles area local cins (harkel #002)

Smartflecelpt - - - - - - -

Chevron 2121 S. Bristol St SIN 00202016

03/04/16 13:43:10

E/VISA XXXXXXXXXXXX3433

Invoice#: 1667199 Auth#: 004116

Pump#: 2 3.354G & \$ 2.759/G 1 Un/Self \$ 9.25

VONS: \*\*\*\*\*\*8502

Learn how to EARH REMARDS with a Chevron or Texaco Credit Card See application for details

THANK YOU FOR CHOOSING CHEVRON

WIIIIP

Oty Item	Frice
1 All Fantlangs \$6 or less	100.32
1 12" Turkey Sub	\$6.00
Sub lotal lotal (Take Oul) Credit Card Change Approval No: 029021 Reference No: 605101714590 Card Issuer: Visa Account No. +++++++++++3433 Acquired: Swipe Amount: \$6,00	\$6.00 \$6.00 \$6.00 \$6.00
Host Id: 622-264-1250105	

Get a Free Cookie! Take our ladnote survey at www.tellsubway.com

Sture #39395-0 | 949-515-6295 2590 Newport Blvd # B 2/29/2016 5:50:12 pm Trans #58/18 Clerk: Steven

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 ov DRINK



OFFERS 10702029

men mento kecepan anatalia menda samat AMMANA

RAMY DAY SPECIAL

CHEXT BY BETH HARTS, BHY AND STANDING BY CHIND WITH A SHOW DRIFT, ADD SET AND SEASON DESCRIPTION SUB-DRIFTING EQUAL DRIFTS FRAPRIT

(11/11/2)

in, Orange Ventura, Riverside, fuzz, San Recharding and East Larn County area localling (Narket 1902)

### Michael Sellens

From:

Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Sent:

Thursday, February 25, 2016 4:44 PM

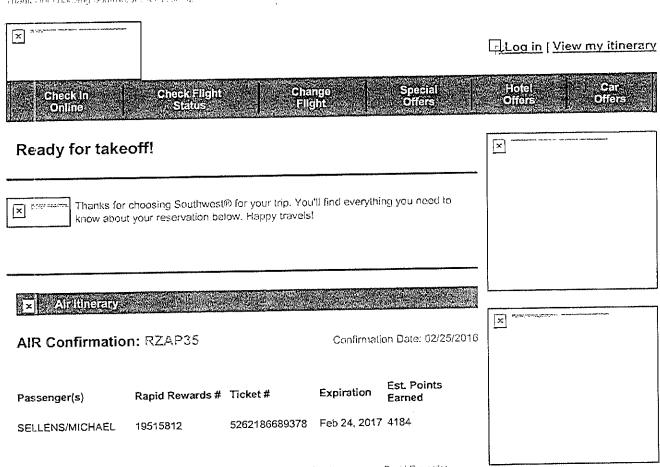
To:

Michael Sellens

Subject:

Flight reservation (RZAP35) | 29FEB16 | SMF-SNA | Sellens/Michael

Thaalic for choesing Southwestill for your leip



Date		Flight	Departure/Arrival	×
Mon Feb	29	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 brs 35 mins Anytime	
Date		Flight	Departure/Arrival	X
Fri Mar 4		888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:00 PM Arrive in SACRAMENTO, CA (SMF) at 4:25 PM Travel Time 1 hrs 25 mins Anytime	
X S	Southy You'll b	vest.con e assig rlier you	your flight(s): 24 hours before your trip on or your mobile device to secure your boarding position. ned a boarding position based on your check-in time. If the cartier you	
X Virginia	<u>applγ</u> . (		e: First and second checked bags. Weight and size limits all bag and one personal item are permitted as carryon harge.	
X Harris	area no	later th	fore departure: We encourage you to arrive in the gate an 30 minutes prior to your flight's scheduled departure jin boarding as early as 30 minutes before your flight.	
X A	and be flight's :	in the g schedule d space	fore departure: You must obtain your boarding pass(es) ate area for boarding at least 10 minutes prior to your ed departure time. If not, Southwest may cancel your and you will not be eligible for denied boarding	



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: 477.96

Fare Rule(s): 5262186689378: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process□



Learn about inflight WiFi & entertainment⊏

### Cost and Payment Summary

TH ARE RZAP35

Total Air Cost

Base Fare \$ 31.38 Excise Taxes

\$ 418.38 Payment Information

Payment Typo: Visa XXXXXXXXXXXXX1737

Date: Feb 25, 2016 8.00Segment Fee Payment Amount: \$477.96 \$ 9.00

Passenger Facility Charge \$ 11.20 September 11th Security Fee

\$ 177.96 / 4 = 47.80

### PAYMENT RECEIPT

Friday, January 29, 2016

Transaction Type: Payment

Ad Number: 0010132038

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXXXXXX1737 - Visa

Credit Card Expire Date: March 2017

Payment Amount: \$1,506.00

Amount Due: \$0.00

Reference Number:

Charge to Company: OCRC

Category: Classified

redit to Transaction Numbe

Invoice Text:

Invoice Notes: 352-16001

Livestock Barn

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

Financing

DESIGN CONSTRUCTION

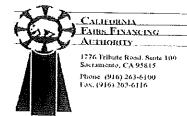
1776 Tribute Road, Suite 100 Sacramento, CA 95815

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

Paid 04/21/2016 Check # 79016

## Payment Authorization

FA		
36		
1/2016		
215059		
ion Sports Arena Roofir	ng Project	
Fair & Event Center		
payment authorization.	. Work has	been completed and
nstruction Manager  John  counting Administrator  Baing Tudlu	Jee	
	Fair & Event Center  ase pay the above very payment authorization propriate paperwork is of the payment authorization propriate paperwork is of the payment	215059 ion Sports Arena Roofing Project Fair & Event Center  ase pay the above vendor within a payment authorization. Work has propriate paperwork is on file with Counting Administrator  Bauca Laba  counting Administrator



Constate non

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

### Invoice

Invoice Number: 1886

Invoice Date:

3/31/2016

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 03/2016	445.10
	\$445.10

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$445.10

Sales Tax:

0,00

Invoice Total:

\$445.10

### **General Ledger Detail**

### Current Period 03 (3/1/2016 - 3/31/2016)

CFFA Marcus Lee Unit Of Measure: \$

Friday, April 01, 2016 11:03:30AM

Page 1

Date	Posting Description	Refere	nce Sou	rce M	lerge #	Debit	Credit	Balance
168-032	2-03215059-A	Reimbursemer	nt Direct. (	32, Sports				1,585.44-
	2-03215059-A	Printing-Proje	•					53.80
				-				1,531.64
	2-03215059-A	Travel-project				75.24		
3/4/2016	Summarized AP Involces			Invoice	I Daimh M		fina Traval	75,24
•3/4/20		ice: 3/04/16-Travel Or			r Reimo, Pr		ing Haves	13.21
3/10/2016				Invoice		72,25	. 17	72.25
3/10/2	016 Michael Sellens Invo Travel	ice: 3/010/16-Travel O	range County	Fair Projects Trav	e: Reimb, P	4. Seliens ASA Ko	onng	12.23
3/18/2016	Summarized AP Invoices	Invoice	es AP-	Invoice		297.61		
3/18/2		Invoice: 03182016 Ma		ment - Operating,	, D. Freese	Flight ASA Roofin	ig-2/ <b>2</b> 2	44.00
•3/18/2		Invoice: 03182016 Ma				Flight - ASA Roof	ing - 2/29	47.79
• 3/18/2		Invoice: 03182016 Ma			, M.Sellens	Flight - ASA Roo		47.79
3/18/2	2016 West America Bank	Invoice: 031B2016 Ma	rch 2016 State	ement - Operating,	, D. Freese	Flight ASA Roofin	ig - 3/14	47.79
3/18/2		Invoice: 03182016 Ma				Hotel - ASA Roof	ing - 2/19	39.96
3/18/2	2016 West America Bank 2/19	Invoice: 03182016 Ma	rch 2016 State	ment - Operating,	D. Freese	Parking - ASA Ro	ofing -	6.80
3/18/2	2016 West America Bank	Invoice: 03182016 Ma	rch 2016 State	ement - Operating	, D. Freese	Hotel - ASA Roof	ing - 2/29	53.28
3/18/2	2016 West America Bank 2/29	Invoice: 03182016 Ma	rch 2016 State	ment - Operating,	D. Freese	Parking - ASA Ro	ofing -	10.20
664-	-032-03215059-A		Net:	445.10	211 <b>7777</b> .	445,10	0.00	1,976.74
\$ Grand T	otals	Beginning	g Balance	Net Activity		Total Debits	Total Credits	Balance
,			0.00	445.10		445.10	0.00	445.10
						Total Debits	Total Credits	Balance
		\$ Trial Bala	nces	Prior:		1,585.44	1,585.44	0.00
				Activity:		445.10	0.00	445.10
				Ending:		2,030.54	1,585.44	445.10



## California Fair Services Authority

### 2016 Travel Expense Report

3.1 ·	MC L AC D	•	•	
	Michael Sellens		Department:	CFFA/Construction
Period:	2/2 <b>9</b> <sub>1</sub> 2016		To:	2/2∯/2016
_	ममान रोते पुर		_	mant del yy

Transportation: Attach receipts for airline and/or rental car. Show mileage only for private vehicle.

Date	Beg. Time	End Time	Origination	Destination	Mileage	Travel Mode	Cash	Charge
2/29-3/3/2016				Orange County (Return)		Rental Car	157,89	
2/29/2016				SMF	14		7,56	
3/4/2016				CFFA	14		7.56	
								<del></del>
				Total miles of private vehicle:	28			
						Subtota	d: 173.01	

Date	Location	Loc	ig'g	Br	kfst	Lu	nch	Die	ner	Incidi	Cash	Charge
		Cash	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg			
/29-3/3/2016		553.76									553.76	
2/29/2016								6,00			6.00	
3/3/2016								5.40			5.40	
3/3/2016				*******				5.00			5.00	
										ubtotal:	570.16	

Date	Place	Description	Cash	Charge
3/4/2016		Fuel for Rental Car	9.25	
		Split between  Multi Projects  Subtotals	9.25	

	Multi Project	Subtotal;	9.25	
'urpose of Travel;	UL TER	ninment Addendum;	1 1 1	
Oct: Sect 032-16-	y Care	Column Totals:	752.42	in function of
OCF: Set 032-16- APROVED		Less Cash Advance:		
AT KOCK		Balance due CFSA:		5 S H S 1
Submitted by: Mily - Elling	+ Livestock Roon	Balance due employee:	752,12	
Approved by:	,	Total Travel Expense:		
	Bid Opening	(add column totals):		\$752.42
		11 -75.2	1.1	•

DOLLAR RENT A CAR

Direct All Inquiries To:

DOLLAR RENT A CAR

Phone: 800-800-5252 Web: www.dollar.com



Rental Agreement No: 371909356 Document: 03/05/2016 955000804017

Account No. :

Repter: MICHAEL SELLENS 

TAX Id:

PO BOX 35250 TULSA, OK 74153-1167

73-1389882

MICHAEL SELLENS 5031 LOURONA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

Rental Agreement No: 371999366
Reservation ID: 08603634367
Frequent Traveler: \$80009515012

MISCELLANEOUS INFORMATION

CC ANTH: 039541 DATE: 2016/02/29 AMT: 177.09

RENTAL DETAILS

Rate Plan:

Rented On:

IN: RXH55 OUT: RXH55
02/29/2016 00:06 LOC# 051722
ORANGE COUNTRY AP. CA
03/04/2016 13:58 LOC# 051722

Returned On:

ORANGE COUNTRY AP, CA

ORANGE COUNTRY AF, CA
Car Description: ELANTRA 7MGG813
Veh. No.: 5171673
CAR CLASS Charged: Q6 MILEAGE In: 9,896
Rented: C Out: 9,838

Reserved: Q6

Driven:

RENTAL CHARGES

1 3 118.80 WEEKS 119.80 LATOTAL 113,80

CONCESSION FEE RECOVERY FF SURCHARGE 4.00 CA TOURISH FEE 4.16 LICENSE & TAX REIMBURSEMENT 5.30 ŢAX 8.003 11.38

TOTAL CHARGES

157,89 USD

E-RETURN RECEIPT

THANK YOU FOR RENTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To: DOLLAR RENT A CAR PO BOX 35250 TULSA, OK 74153-1167 UNITED STATES

Rental Agreement No: 371909365

Date: Document:

03/05/2016 03/05/2016 956000804017

Renter:

Michael Spalens Account No.:

Phone:

800-800-5252

Wab:

www.dollar.com

TOTAL CHARGES

157.89 USD

456.00

### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

03/04/2016 10:53 AM

Loyalty Club:

6006630555905905

BLUE

Room #

Conf #

308-A

Registered To:

r - 13 - - - - - 14r - 1 - - - 1

Sellens, Michael 5031 Lourina Court

(916) 966-8502

Fair Oaks, CA 956283419

Arrival Departure 111883 02/29/16

arture 03/04/16

Room Type

KDZ-King - Busines

Guests

2/0

Payment

Visa/Master

Acct

Posting Da	tı Oper	AcctCoc	le Description	From	Reference	Amount
02/29/16	khaled	RC	ROOM CHARGE			\$119.99
02/29/16	khaled	9	ROOM TAX			\$9.60
02/29/16	khaled	91	CITY BIA			\$3.60
03/01/16	mary	RT	RESTAURANT			\$21,00
03/01/16	khaled	RC	ROOM CHARGE			\$119.99
03/01/16	khated	9	ROOM TAX			\$9.60
03/01/16	khaled	91	CITY BIA			\$3,60
03/02/16	khaled	RC	ROOM CHARGE			\$119.99
03/02/16	khaled	9	ROOM TAX			\$9.60
03/02/16	khaled	91	CITY BIA			\$3.60
03/03/16	khaled	RC	ROOM CHARGE			\$119.99
03/03/16	khaled	9	ROOM TAX			\$9.60
03/03/16	khaled	91	CITY BIA			\$3.60
					Balance Du	ie \$553.76

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.

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# //:////

Ûty	Iten		Price
1 3010	FI Ast Ckn		\$5.00
1 12"	-Ast Chicken	Sub	
	Sale: Iotal C	Sub Total s Tax (0%) (Take Out) redit Card Change	\$5.00 \$0.40 \$5.40 \$5.40 \$0.00

Acquired: Swipe Amount: \$5,40 Host Id: 624-277-1904621

Get a Free Cookie! Take our 1 minute survey at www.tellsubway.com

Store #39395 0 | 949-515-6295 2590 Newport Blyd # B 3/2/2016 6:54:39 pm Trans #59036 Clerk: Bryan

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 ox DRINK



THE THE THE WEEKLY WORKS SHOW & SUBWAY

EVERY DAY A DIFFERENT 33.50 6-INCH SUB OR 55.00 FOOTLONG SUB

JUNWAY

tos Aqueles area locations (Market #002)

Smartfleceipt of the state of t

# 1//:]]///

Uty Item	Price
1 SOTO FT Han	85.00
1 SOTO FT Han 1 12" -Han Sub	
Sub lotal lotal (Take Out) Credit Card Change Approval No: 00.0916 Reference No: 606402160834 Card Issuer: Visa Account No: 4414444444444444444444444444444444444	\$5,60 \$5,00 \$5,00 \$6,00

Get a Free Cookfe! take our 1 minute survey at www.tellsubway.com

Store #39395 () | 949-515-6295 | 2590 Newport Blyd # B | 3/3/2016 6:48:33 pm Trans #59195 | Clerk: Bryan

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30mz DRINK



art in talescense werens acremy real JUBMAY.

EVERY DAY A DIFFERENT \$3.50 6 INCH SUB OR35.00 FOOLLONG SUB

Tos Angeles area locations (Haiket #802)

SmartHecept - 10 to the second

Chevron 2121 S. Bristol St SIN 00202016

03/04/16 13:43:10

E/VISA XXXXXXXXXXX3433

Invoice#: 1667199 Auth#: 004116

Pump#: 2 3.3546 & \$ 2.759/6 1 Un/Self \$ 9.25 Total 9,25

VONS: \*\* + \* \* \* 8502

Learn how to EARN REVAROS With a Chevron or Texaco Credit Card See application for details

THANK YOU FOR CHOOSING CHEVRON

uty Itsn	Frice
1 nº1 Factiones 56 or less 1 12" Furker Sub	\$6,00
Sub Total Total (Take Out) Credit Card Change Approval No: 029021 Reference No: 606101714590 Card Issuer: Visa Account No: +++++++++3433 Acquired: Swipe Amount: \$6.00 Host Id: 622-264-1253105	\$6.00 \$6.00 \$6.00 \$6.00

Get a Free Coakte! Take our 1 minute survey at www.tellsuhway.com

Store #39395-0 | 949-515-6295 2590 Newport Blvd # B 2/29/2016 5:50:12 pm Trans #58718 Clerk: Steven

JOIN TODAY AND GET AFREES" SUB WITH PURCHASE OF A 30 oz DRINK



7 OFFERS 10702929

are in the resident weather of tensories SUBWAY

RAMY DAY SPECIAL

OF A FIRST HAINS, BOYANY LATTE & BUTCHES WITH A 30 OZ BURRY, ARRIVA HAVY CLASSS, E-EATE SUBTOR SHOP OF FOUAL DREESSERPRICE

lft, frange, Bentura, Riverside, fuzu. San Bernmaling and East Kern County aced focultins (Narker 1962)



# California Fair Services Authority

YTIRORI B			21	0167	Γrave	el Ext	oense	Rep	ort					
Name:	Mich	Michael Sellens Department: CFFA/Construction												
Period:	3/8/2	2016		To: 3/10/2016										
	nan (k	dyy						•	mm'dd ;	) y				
Transportatio	n: Atta	ach receip	ts for airline and/or re	ental car	. Show :	mileage (	only for p	orivate ve	ehicle.					`
Date	Beg. Time	End Time	Origination		Ð	estinatio	n	Mil	eage	Tra	avel Mod	le	Cash	Charge
8-10/2016					Orange	County (	Return)	•		R	ental Ca	r .	298.37	
8/2016						SMF		l	4				7.56	
10/2016						CFFA		1	4				7.56	
				**	1 11							-		
				1012	l miles o	r private	venicie:		.8		St	ibtotal:	313.49	
												••••		
	xiging		Attach receipts if ov											
Date		Lo	eation		dg'g	l	kfst		nch		ner	Incid'l	Cash	Charge
3/8-10/2016				Cash 377.38	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg		37 <b>7.</b> 38	
3/8/2016	· ·			377.50				2.79		5.40			8.19	
3/9/2016								2000		5.40			5.40	
					<u> </u>						5	ubtotal;	390.97	
					<del></del>		Subt	otal fron	n Meals a	nd Lodg	ging Add	endum:	1 1 1	e Brillian
Entertainmer	it and c	other item	ized expenses, attach	all recei	ipts.	<del></del>	<del></del>	<del></del>					<del></del>	
Date		Place					Descripti	ion			·		Cash	Charge
3/4/2016		32th DAA				Fue	l for Ren	tal Car			•		6.00	
		SMF				Α	irport Pa	rking					12.00	
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(add column totals):

COLLAR RENT A CAR

Direct All Inquiries To:

TULSA, OK 74153-1167

DOLLAR RENT A CAR PO BOX 35250

Phone:

800-800-5252 www.dollar.com



Rental Agreement No: 377466762 Date: 03/11/2016 Document: 956000879675

CHARGE DETAIL

Renter:

Account No.:

MICHAEL SELLENS \*\*\*\*\*\*\*\*\*\*\*\*3433 VIS

TAX Id:

73-1389032

MICHAEL SELLENS 5031 LOURINA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

Rental Agreement No: 377465762 Rasservation ID: G8684405551
Prequent Traveler: WN0019515813
Special Bill Info: XXCCARD

WN0019515812

Returned On: Car Description:

MISCELLANEOUS INFORMATION
CC AUTH: 008491 DATE: 2016/03/08 AMT:

RENTAL DETAILS

Rate Plan: Rented On:

Veh. No. 1

IN: RCUD4 OUT: RCUD4

03/08/2016 08:04 LOCH 051722 ORANGE COUNTRY AP, CA

03/10/2016 15:47 LOC# 051722 ORANGE COUNTRY AP, CA

N/L ELANTRA 7GGT557

CAR CLASS Charged: B

9411836 MILEAGE

In: 22,400

Rented: C Reserved: P Out: 22,359 Driven: 41

RENTAL CHARGES DAYS ADJUSTMENT 87.07 261.31 -25.12 SUBTOTAL 235.09 CONCESSION FEE RECOVERY 27.38 FF SURCHARGE CA TOURISM FEE 3.00 8.23 LICENSE & TAX REIMBURSEMENT 3.18 €.00% 21,49

TOTAL CHARGES

298.37 USD

E-RETURN RECEIPT

THANK YOU FOR RENTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To: DOLLAR RENT A CAR PO ROX 35250 TULSA, OK 74153-1167 UNITED STATES

Rental Agreement No: 377466762 Date: 03/11/2016 Document: 956000979075

Renter: Account No.: MICHAEL SELLENS \*\*\*\*\*\*\*\*\*3433 VIS

Phone:

800-800-5252 www.dollar.com

0095 GC

TOTAL CHARGES

298.37 USD

### Best Western Plus Newport Inn

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

PLUS

C/O 03/10/2016 10:45 AM kelly

Loyalty Club:

6006630555905905

BLUE

Room #

306-A

Registered To:

Sellens, Michael 5031 Lourina Court

Fair Oaks, CA 956283419

Conf # Arrival 112460

Departure

03/08/16 03/10/16

Room Type

KDZ-King - Busines

Guests

2/0

Payment

Visa/Master

Acct

(916) 966-8502

Posting Date	Oper	AcctCode	Description	From	Reference		Amount
03/08/16	khaled	RC	ROOM CHARGE				\$119.99
03/08/16	khaled	9	ROOM TAX				\$9.60
03/08/16	khaled	91	CITY BIA				\$3.60
03/09/16	0EPAL/V	RC	ROOM CHARGE				\$219.99
03/09/16	DEPALM	9	ROOM TAX				\$17.60
03/09/16	DEPALN	91	CITY BIA				\$6,60
03/10/16	kelly	VS	PAYMENT VISA/MC		3433 - 00859	90	\$377.38-
					Bal	ance Due	\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Chevron 2121 S. Bristol St STN 00202016

03/10/16 15:31:05

E/VISA XXXXXXXXXXXXX3433

Invoice#: 1672877 Auth#: 010062

Pump#: 7 2.1426 \$ \$ 2.799/6 1 Un/Self \$ 6.00 Total \$ 6.00

VONS: \*\*\*\*\*8502

Learn how to EARH REVARDS With a Chevron or Texaco Credit Card See application for details

THANK YOU FOR CHOOSING CHEVRON



Uty Iten   1  Suib for Hist Ekn   1  12" Hist Chicken Suh	Prince \$5.00
Sub Total Sales Tax (0%) Total (Take Out) Credit Card Change Approval No: 009456 Reference No: 607002270059 Card Tssuer: Visa Account No: *++++++++3433 Acquired: Swipe Amount: \$5.40 Host Id: 621-261-173/923	\$5.00 \$0.40 \$5.40 \$5.40 \$0.00

het a Free Cookie! Take our I minute survey at www.tellsubway.com

> Store #39395-0 | 949-515-5295 2590 Newport Blvd # B 3/9/2016 6:33:06 pm Trans #60022 Clerk: Steven

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 or DRINK



OFFERS 10 112020

the mit more respective arranging THINNES

SISOF THE DAY.

EVERY DAY A DIFFERENT \$3.50 G INCH SUB OR \$5.00 FOOTLONG SUB

SUBWAY"

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Los Angeles area locations (Harket 1907)

Smartheceipt manner and a

| Soll Flines Spicy Italian

1.14 E \$5.00

Sub Total Salus Tax (VX) Total (Eat To) Credit Card នាវីមេមូញ

Approval No. (Ubbica Neference No. (Ubbica17179) Card Issner: visa Account No. ++++++++3433 Austried: Spipe Austried: \$5.40 Nost Id: 622-265-1430431 o Free Capitle? Take our liminale sanvey at wew.tellsubway.com

161(949) 631-0282 3/8/2016

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maya]|

12:32:58 PH 718# J509 ONTE THRO

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Store #39395-0 | 949-515-6295 2590 Hawbart Blyd # 8 3/8/2016 6:55:10 pa Trans #59888 Clerk: Jose

PURCHASE OF A 30 or DRIVER HIIM WINS STREET Y 10

ICH ICUDAY AMD GET

The same of the sa

Payment Received MC XXXXXXXXXXXXX8427 Auth. Co. 08082C Sub Total

Total

PS 386 03/ Cashier 55 Receipt 069290

SAC. ATL AIRPORT 6900 AIRPORT BLVD SACRAMENTO, 95837

Short-term Parking Tkt DLE - No. 067409 03/08/16 05:08 03/08/16 09:39 Period 0d4h32' (Ust.) \$12

03/08/16 09:39

\$12,00

512.00

\$12.00

\$12.00

T All Amounts in USD.
"Deliv. Date=Receiat Date

Jr Jumbo Jack Ohlickon Stand

1.29

with purchase of a mean item lake our survey and receive 2 Free Jacos

1) Within 3 days...
visit sww.JackListens.com
or call 1-858-876-0461. toter...

On your next yisit:

Date of Service: 3/8/2016 14 digit code: 165 102 503 096 06

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3) Write the provided validation code

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Coupon Code; 989

4) Birmy this receipt to a Jack in the purchase of a meand Hear on your next visit. to receive you tho free tacos with Ē

the curbut per prost visit. This offer not valid with any other offer or discount. Jack in the Box employees and their families are not eligible. Wit transferable. This offer is valid for I days after ramplethon of the survey <u>....</u>

\*\*Esta encuesta esta

### Michael Sellens

Michael Sellens

From:

Sent:

Sent: To:	Friday, February 19, 2016 1:57 PM	
Subject:	Marcus Lee FW: Flight reservation (RU4B6N)   22FEB16   SMF-SNA   Freese/David	
•	The section of the se	
FYI		
<b>Sent:</b> Friday, February <b>To:</b> Michael Sellens <n< th=""><th></th><th></th></n<>		
	Thanks for choosing Southwest© for your trip	
		Log in   View my itinerary
	Chuck for Charge Spacial Critica Status Flight Course	Notal Gar Offers Calbra
	Ready for takeoff!	
	Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!	
ſ		

Air itine	rary				
AIR Confirm	ation:	Confirmation	on Date: 02/19/2016		
Passenger(s)	F	Rapid Rewards#	Ticket#	Expiration	Est. Points Earned
FREESE/DAVID	3	337987344	5262184712875	Feb 18, 2017	3116
Rapid Rewards point	s earned a	are only estimates. Visi lotals - including A-List	t your (MySputhwest, 8 & A-List Preferred bon	Southwest.com or us points.	Rapid Rewards)
Date	Flight	Departure/Arr	ival		
Mon Feb 22	2532		MENTO, CA (SMI	F) on Southwes	st Airlines at 06:30
		AM Arrive in ORAN	IGE COUNTY/SAI	NTA ANA, CA	(SNA) at 08:05 AM
		Travel Time 1 : <u>Anytime</u>	hrs 35 mins		
Date	Fligh	t Departure/Arr	īval		
Fri Feb 26	836	Depart ORAN	GE COUNTY/SAN	TA ANA, CA (	SNA) on Southwest
FILLED 20	000	Airlines at 12:			
		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: 439.96

Fare Rule(s): 5262184712875: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA204.54YL WN SMF178.49RLN7PNR 383.03 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

Learn about our Learn about inflight boarding process WiFi & entertainment □								
Cost and Payment Summary								
AIR - RU486N								
Base Fare Excise Taxes Segment Fee Passenger Facility Charge September 11th Security Fee Total Air Cost	\$ 383.03 \$ 28.73 \$ 8.00 \$ 9.00 \$ 11.20 \$ 439.96	Payment Information Payment Type: Visa XXXXXXXXXXXXX1737 Date: Feb 19, 2016 Payment Amount: \$439.96						

### Michael Sellens

From:

Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Sent:

Thursday, February 25, 2016 4:44 PM

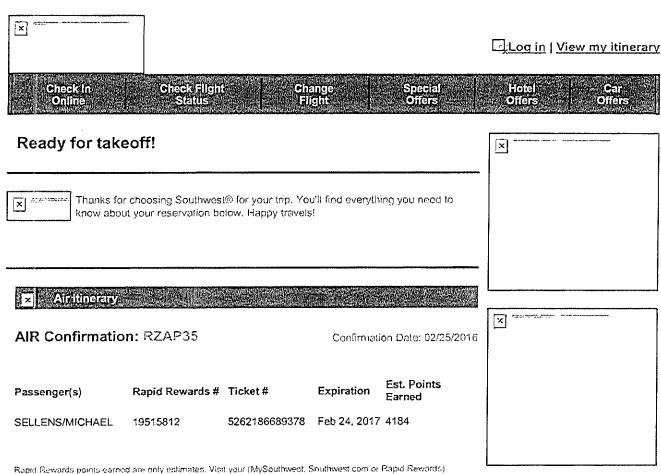
To:

Michael Sellens

Subject:

Flight reservation (RZAP35) | 29FEB16 | SMF-SNA | Sellens/Michael

Thanks for choosing Southwest@ for your tip



Date	Flight	Departure/Arrival	×
Mon Feb 2	9 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 for 35 mms. Anytime	
Date	Flight	Departure/Arrival	×
Fri Mar 4	888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:00 PM Arrive in SACRAMENTO, CA (SMF) at 4:25 PM Travel Time 1 hrs 25 mins Anytime	
X Survey	Southwest.co	your flight(s): 24 hours before your trip on omega or your mobile device to secure your boarding position. gned a boarding position based on your check-in time. bu check in within 24 hours of your flight, the earlier you	X
X	Bags fly free apply. One si items, free of	e: First and second checked bags. Weight and size limits mall bag and one personal item are permitted as carryon charge.	
×	area no later	pefore departure: We encourage you to arrive in the gate than 30 minutes prior to your flight's scheduled departure egin boarding as early as 30 minutes before your flight.	
X 10 10 10 10 10 10 10 10 10 10 10 10 10	and be in the	pefore departure: You must obtain your boarding pass(es) gate area for boarding at least 10 minutes prior to your uled departure time. If not, Southwest may cancel your ce and you will not be eligible for denied boarding n.	



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: 477.96

Fare Rule(s): 5262186689378; 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Learn about inflight WiFi & entertainment

### Cost and Payment Summary

AR - RZAP35

Base Fare \$ 418.38 Payment Information Payrnent Type: Visa XXXXXXXXXXXXX1737 Excise Taxes \$ 31,38 Segment Fee \$ 8.00 Date: Feb 25, 2016 Payment Amount: \$477,96 / 4 \$ 9.00 Passenger Facility Charge

September 11th Security Fee \$ 11,20

**Total Air Cost** 

\$ 477.95

47.79

### Michael Sellens

From: Sent: Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Friday, March 04, 2016 11:33 AM

To:

Michael Sellens

today!

Subject:

Flight reservation (RRAPW8) | 08MAR16 | SMF-SNA | Sellens/Michael

Tearns for codesing Southwosti Her year top × Log in | View my itinerary Special Offers Hoel Check Flight Salus Check In Online Change Flight Ready for takeoff! Thanks for choosing Southwest® for your trip, You'll find everything you need to know about your reservation below. Happy travels! Air itinerary × AIR Confirmation: RRAPW8 Confirmation Date: 03/4/2016 Est. Points Expiration Rapid Rewards # Ticket # Passenger(s) Earned 5262189264213 Mar 4, 2017 4184 Join or Add # SELLENS/MICHAEL Rapid Rewards points earned are only estimates. Not a member - visit Southwest.com/rapidrewards and sign up

Date	Flight	Departure/Arrival	×
Tue Mar 8	3 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 nums Anytime	
Date	Flight	Departure/Arrival	X X
Fri-Mar 11	341	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 PM Travel Fing 1 hrs 25 mins Anytime	
X	Southwest.com	your flight(s): 24 hours before your trip on more your mobile device to secure your boarding position. I gned a boarding position based on your check-in time. Under the carlier you check in within 24 hours of your flight, the earlier you	
X Sign	Bags fly free( apply. One sm items, free of (	<b>®:</b> First and second checked bags. Weight and size limits hall bag and one personal item are permitted as <u>carryon</u> charge.	
22 G	area no later t	efore departure: We encourage you to arrive in the gate han 30 minutes prior to your flight's scheduled departure gin boarding as early as 30 minutes before your flight.	
<b>E</b> 100 000 000 000 000 000 000 000 000 00	and be in the g	efore departure: You must obtain your boarding pass(es) gate area for boarding at least 10 minutes prior to your led departure time. If not, Southwest may cancel your se and you will not be eligible for denied boarding.	



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.

× Messylvania

Air Cost: 477.96

Fare Rule(s): 5262189264213: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process⊏



Learn about inflight WiFi & entertainment□

### **Cost and Payment Summary**

ARR RRAPWS

### Marcus Lee From: Michael Sellens Sent: Friday, March 11, 2016 5:15 PM To: Marcus Lee Subject: FW: Flight reservation (R8BUCR) | 14MAR16 | SMF-SNA | Freese/David From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com] Sent: Friday, March 11, 2016 11:27 AM To: Michael Sellens <msellens@cfsa.org> Subject: Flight reservation (R8BUCR) | 14MAR16 | SMF-SNA | Freese/David Thanks for choosing Southwest @ for your trip. Log in | View my itinerary Check In Online Check Flight Status Change Flight Special Offers Hotel Offers Offers Ready for takeoff! Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels! Air itinerary AIR Confirmation: R8BUCR Confirmation Date: 03/11/2016 Est. Points Passenger(s) Rapid Rewards # Ticket # Expiration Earned FREESE/DAVID 337987344 5262191414115 Mar 11, 2017 4184 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 Mar 14 3047 Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 10:55

Departure/Arrival

Anytime

Flight

Date

Travel Time 1 hrs 20 mins

Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 12:15 PM

Fri Mar 18	341	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 PM Travel Time 1 hrs 25 mins Anylime	
		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 <u>carryon</u> 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: 477.96

Fare Rule(s): 5262191414115: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4,5SNA4.5 AY11.20\$SMF5.60 SNA5.60

Learn about our boarding process□		Learn about inflight WiFi & entertainment⊏⊐
Cost and Payment Su	mmary	
AIR - R8BUCR		
Base Fare	\$ 418.38	Payment Information
Excise Taxes	\$ 31,38	Payment Type: Visa XXXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Mar 11, 2016
Passenger Facility Charge	\$ 9,00	Payment Amount: \$477.96
September 11th Security Fee	\$ 11.20	11 /
Total Air Cost	\$ 477.96	7 41519
		The state of the s

Useful Tools

#### Know Before You Go

#### **Special Travel Needs**

Check In Online
Early Bird Check-in

In the Airport

Baggage Policies

Traveling with Children
Traveling with Pets

View/Share Itinerary

Suggested Airport Arrival Times

Unaccompanied Minors

Customers with Disabilities

Change Air Reservation

Security Procedures

Baby on Board

Cancel Air Reservation
Check Flight Status

Customers of Size

In the Air

Flight Status Notification

Book a Car Book a Hotel <u>Purchasing and Refunds</u>

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See Southwest Airlines Limit of Liability

Southwest Ardinas P.O. Box 36647-1CR Datas, 1X 75235

Centact Us

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<sup>&</sup>lt;sup>1</sup> All travel involving funds from this Continuation Number must be completed by the expiration date

<sup>&</sup>lt;sup>1</sup> Security Fee is the government-imposed September 11th Security Fee

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 02/19/2016 12:08 PM MELISSA

Loyalty Club:

6006637310286679

PLATINUM

Room #

324-A

Registered To:

Freese, David

BW-REGULAR GUESTS 292 Shasta Drive

Vacaville, CA 95687

Conf #

111036

Arrival

02/16/16

Departure

02/19/16

Room Type

KDZ-King - Business - N

Guests

2/0

Payment

Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/16/16	khaled	<b>R</b> C	ROOM CHARGE			\$119.99
02/16/16	khated	9	ROOM TAX			\$9.60
02/16/16	khaled	91	CITY BIA			\$3.60
02/17/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/17/16	DEPALM	9	ROOM TAX			\$9.60
02/17/16	DEPALM	91	CITY BIA			\$3.60
02/18/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/18/16	DEPALM	9	ROOM TAX			\$9.60
02/18/16	DEPALM	91	CITY BIA			\$3.60
02/19/16	MELISSA	Y\$	PAYMENT VISA/MC		0686 + 916103	\$399.57

= / 39,96

\$0.00

Balance Due

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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SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF \$21 Le 02/19/16 19:45
Receipt 001716

Short-term Parking Tkt
GRE - No. 078698
02/16/16 05:11
02/19/16 19:45
Period 3d14h35'
(Ust.) \$68.00

Total \$68.00

Payment Received
VISA \$68.00

Payment Received
VISA \$68.00

AND SACRAMENTO \$68.00

AND SACRAMENTO \$68.00

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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 02/26/2016 12:20 PM MELISSA

Loyalty Club:

6006637310286679

PLATINUM

Room #

223-A

Registered To:

Freese, David

BW-REGULAR GUESTS 292 Shasta Drive

Vacaville, CA 95687

(160) 207-6114

111465

Conf #

Arriyal 0eparture 02/22/16 02/26/16

Room Type

BS-Business - Suite

Guests

2/0

**Payment** 

Visa/Master

Acct

Posting Date	Oper	AcctCode	Description	From	Referen	ce	Amount
02/22/16	khaled	RC	ROOM CHARGE				\$119.99
02/22/16	khaled	9	ROOM TAX				\$9.60
02/27/16	khaled	91	CITY BIA				\$3.60
02/23/16	khaled	RC	ROOM CHARGE				\$119.99
02/23/16	khaled	9	ROOM TAX				\$9.60
02/23/16	khaled	91	CITY BIA				\$3.60
02/24/16	DEPALM	RC	ROOM CHARGE				\$119.99
02/24/16	DEPALM	9	ROOM TAX				\$9.60
02/24/16	DEPALM	91	CITY BIA				\$3.60
02/25/16	DEPALM	RC	ROOM CHARGE				\$119.99
02/25/16	DEPALM	9	ROOM TAX				\$9.60
02/25/16	DEPALM	91	CITY BIA				\$3.60
02/26/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 81	2263	\$532,76-
					-	Balance Due	\$0,00

= 4 /53,28

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. ATL AIRPORT
6900 AIRPORT BLVO
SACRAMENTO. 95837

PS 386
02/26/16 14:02

Cashier 30
Receipt 027510

Short-term Parking Tkt
O2/21/16 00:01
02/26/16 14:02
Period 5d14h2'
Period 5d14h2'
Period 5d14h2'
S102.00

Total

Payment Received
VISA
XXXXXXXXXXXX0686
Auth. Co. 616220

Sub Total

All Amounts in USD.
Deliv. Date=Receipt Date
```



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING

Design

Construction

1776 Tribute Road, Suite 100 Sacramento, CA 95815

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

Paid 04/21/2016 Check # 79016

### Payment Authorization

	4/6/2016 Amount: \$445.10
Vendor Name:	CFFA
Invoice No.:	1885
Invoice Date:	3/31/2016
	O3215058 Action Sports Arena Painting Project 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



Enasciso Desgree Construction

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

#### Invoice

Invoice Number: 1885

Invoice Date:

3/31/2016

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 - 03/2016	445.10
	\$445.10

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$445.10

Sales Tax:

0.00

Invoice Total:

\$445.10

### **General Ledger Detail**

#### Current Period 03 (3/1/2016 - 3/31/2016)

CFFA Marcus Lee Unit Of Measure: \$

Friday, April 01, 2016 11:02:57AM

Page 1

Date	Posting Description	Re	ference	Source	Merge #	Debit	Credit	Balance
168-032-0	03215058-A	Reimbursei	nent Direc	ct, 032, Sports	ŧ			1,586.33-
642-032-0	)3215058-A			2, Sports Arena				54.80
664-032-0	03215058-A	_		Sports Arena -				1,531.53
3/4/2016 • 3/4/2016	Summarized AP Invoice	s In	volces	AP-Invoice		75.24 1. Sellens ASA Pain	iţing	75.24
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3/18/2016	Summarized AP Invoice	s In	voices	AP-Invoice		297.61		
▶3/18/201 ▶3/18/201 ▶3/18/201	6 West America Bank	Invoice: 03182016	March 2016 !	Statement - Operatir	ng, M.Sellen	e Flight ASA Painti s Flight - ASA Painl s Fligth - ASA Pain	ting - 2/29	44.00 47.79 47.79
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664-03	32-03215058-A		Net:	445.10		445.10	0.00	1,976.63
\$ Grand Tota	als	Beair	ining Balance	Net Activity		Total Debits	Total Credits	Balance
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				Activity	y:	445.10	0.00	445.10
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### **California Fair Services Authority**

### 2016 Travel Expense Report

Name:	Michael Sellens Department: CFFA/Construction													
Period:	2/29/2016						To: 2/24/2016							
•	nan'd	Туу	murkktsy											
Transportatio	n: Att	ach receip	ts for airline and/or	rental car	r. Show	mileage	only for p	private v	ehicle.	······································			· ., .	
Date	Beg. Time	End Time	Origination		1	Ocstinatio			eage	Tr	avel Mo	de	Cash	Charge
2/29-3/3/2016	34110	THE			Оганде	County	(Return)			R	tental Ca	ır	157.89	
2/29/2016						SMF		1	4				7,56	
3/4/2016						CFFA		1	4				7.56	<del></del>
				<b>TF</b> 4	1									
			7.44.00	lota	i mites c	or private	vehicle:		8		S	ubtotal:	173,01	
							·					in totali.	er.com	<ul> <li>Spire (And Spire Street, Conference of Confer</li></ul>
Meals and Lo	dging	(per day):	Attach receipts if o	ver per d	iem cost	(meals).	All recci	ipts for lo	odging.					
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Entertainmen	t mad o	than itawi	trol our source attack			· · · · · · · · · · · · · · · · · · ·	21101	otai iroir	Meals a	na Loag	ang Add	enaum:		
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DOLLAR RENT A CAR

Phone:

800-800-5252 www.dollar.com



Rental Agraement No: 371909366 Date: 03/05/2016 956000804017 Document:

Renter: Account No.: MICHAEL SELLENS \*\*\*\*\*\*\*\*\*\*3433 VIS

Direct All Inquiries To: DOLLAR RENT A CAR PO BOX 35250 TULSA, OX 74153-1167

TAX Id:

73-1389882

MICHAEL SELLENS 5031 LOURONA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

Rental Agreement No: 371909366
Reservation ID: G8603634367
Frequent Traveler: WN0019515812

MISCELLANEOUS INFORMATION CC AUTH: 029641 DATE: 2016/02/29 ANT:

RENTAL DETAILS

Rate Plan:

Rented On:

IN: RXH55 OUT: RXH55 02/29/2016 08:06 LOC# 051722 ORANGE COUNTRY AP, CA 03/04/2016 13:58 LOC# 051722 ORANGE COUNTRY AP, CA

Returned On:

Car Description:

ELANTRA 7MGG813

Veh. No.: CAR CLASS Charged: Q6 Rented: C

5171673 MILEAGE

In: 9,896 Out: 9,838

Reserved: Q6

Driven: 58

RENTAL CHARGES 1 @ 116.80 118,80 NEEKS JATOTOUS CONCESSION FEE RECOVERY 14.75 FP SURCHARGE CA TOURISM FEE 4.00 LICENSE & TAX REIMEURSEMENT 8.00%

TOTAL CHARGES

157.89 USD

E-RETURN RECEIPT

THANK YOU FOR RENTING PROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To: DOLLAR RENT A CAR

PO BOX 35250 TULSA, OK 74153-1167 UNITED STATES

Rental Agreement No: 371909366

Date: Document: 03/05/2016 956000804017

Renter:

MICHAEL SELLENS \*\*\*\*\*\*\*\*\*\*3433 VIS

Account No.:

TOTAL CHARGES

157.89 USD

Web:

800-800-5252 www.dollar.com

4495 OC

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

03/04/2016 10:53 AM

Loyalty Club:

6006630555905905

BLUE

Room #

308-A

Registered To:

(916) 966-8502

Sellens, Michael 5031 Lourina Court

Fair Oaks, CA 956283419

Conf # Arrival 111883 02/29/16

Departure

03/04/16

Room Type

KDZ-King - Busines

\$553,76

Guests

2/0

Balance Due

**Payment** 

Visa/Master

Acct

Posting Dat	Oper	AcctCode	Description	From	Reference	Amount
02/29/16	khaled	RC	ROOM CHARGE			\$119.99
02/29/16	khaled	9	ROOM TAX			\$9.60
02/29/16	khaled	91	CITY BIA			\$3.60
03/01/16	mary	RT	RESTAURANT	-		\$21,00
03/01/16	khaled	RC	ROOM CHARGE			\$119.99
03/01/16	khaled	9	ROOM TAX			\$9,60
03/01/16	khaled	91	CITY BIA			\$3.60
03/02/16	khaled	RC	ROOM CHARGE			\$119.99
03/02/16	khaled	9	ROOM TAX			\$9.60
03/02/16	khaled	91	CITY BIA			\$3.60
03/03/16	khaled	RC	ROOM CHARGE			\$119.99
03/03/16	khaled	9	ROOM TAX			\$9.60
03/03/16	khaled	91	CITY BIA		4	\$3.60

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.

Signa	tu.	re



ûty Item	Price
I SOID FI RST EKN	\$5.00
1 12" -Rst Chicken Sub	
Sub Total Sales Tax (8%) Total (Take Out) Credit Card Change	\$5,00 \$0,40 \$5,40 \$5,40 \$0,00

Acquired: Swipe Amount: \$5.40 Host Id: 624-277-1904621

Get a Free Cookie! Take our 1 minute survey at www.tellsubway.com

Store #39395 0 | 949-515-6295 2590 Newport Blvd # B 3/2/2016 6:54:39 pm Trans #59036 Clerk: Bryan

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 ox DRINK



OFFERS 1070Z9Z9

ONE RETORISE LARENCE AND ASSESSED TO THE PROPERTY OF THE PROPE

EVERY DAY A DIFFERENT \$3,50 G-INCH SUB OR 55.00 FOOTLONG SUB

SUBWAY"

Los Angeles area locations (Market #002)

Price

\$5.00 t SOLD ET Han 12" -Han Sub \$5,00 \$5,00 \$5,60 Sub Total Total (Take Out) Credit Card Change

Change
Approval No: 003916
Reference No: 608402160834
Card Issuer: Visa
Account No: +++++++++3433
Acquired: Suipe
Amount: \$5.00
Host Id: 623-257-308438

Get a Free Cookle! Take our 1 minute survey at www.tellsubway.com

Store #39395-0 | 949-515-6295 2590 Newport Blvd # B 3/3/2016 6:48:33 pm Trans #59195 Clerk: Bryan

JOIN TODAY AND GET AFREE 6" SUB WITH PURCHASE OF A 30 oz DRINK



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EVERY DAY A DIFFERENT 53.50 5-INCH SUB OR 55.00 FOOTLONG SUD

SUBMAY

tos Angeles area locations (Markel #002)

SmartReceipt Powersation mobiles, com

Smartfleceipt -

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- सङ्ग्रह्मानंबनस्य नाम

Chevron 2121 S. Bristol St SIN 00202016

03/04/16 13:43:10

E/VISA XXXXXXXXXX3433

Invoice#: 1667199 Auth#: 004116

Pump#: 2 3.354G © \$ 2.759/G 1 Un/Self \$ 9.25 Total \$ 9.25

VONS: \*\*\*\*\*8502

Learn how to EARN REWARDS with a Chevron or Texaco Credit Card See application for details

THANK YOU FOR CHOOSING CHEVRON

# SUBJULY?

ûty	Iten	Frice
1 411	Iten Factionis \$6 or less Jurkey Sub	36.00
1 12"	Turkey Sub	
Referen Card To Account Acquire Amount	Sub Total Total (Take Out) Credit Card Change al No: 029021 nce No: 6061017}4590 ssuer: VIsa I No. ***********************************	\$6,00 \$6,00 \$6,00 \$0,00

Get a Free Cookie! Take our I nimule survey at www.tellsubway.com

Store #39395-0 | 949-515 6295 2590 Newport Blvd # B 2/29/2016 5:50:12 pm Trans #58718 Clerk: Steven

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 oz DRINK



OFFERS 10702929

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th, Orange, Ventura, Riverside, Inyo, San Vernardino and East Kern County area locations (Harkot 4002)



### **California Fair Services Authority**

#### 2016 Travel Expense Report

Name: Period:		hacl Sellen 2016					Dep	artment: To:	CFFA	/Constr	uction			
	nang	d yy	·/-	nanyki yy										
Transportation	n: Att	ach receipt	s for airline and/or	rental ca	r, Show	mileage	only for p	private v	ehicle.					
Date	Beg. Time	End Time	Origination		[	Destinatio	on	Mil	eage	Ţı	ravel Mo	de	Cash	Charge
/8-10/2016	THIC	111100			Orange	County	(Return)			Į.	Rental Ca	IF .	298.37	
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<del></del>				Tota	d miles c	f private	vehicle:	2	28					
	*****										\$	ubtotal:	313,49	
Meals and Lo	odging	(per day):	Attach receipts if o	ver per d	iem cost	(meals).	All recei	ipts for I	odging.					· · ·
Date		Loc	ation	Lo	dg'g	Br	kfst	Lu	nch	Di	nner	Incid'l	Cash	Charge
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3/8-10/2016				377.38									377.38	
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DOLLAR RENT A CAR

PO BOX 35250 TULSA, OK 74153-1167

Direct All Inquiries To: DOLLAR RENT A CAR

Phone

800-800-5252 www.dollar.com



Rental Agreement No: 377466762 Dates 03/11/2016 Document: 956000879075

Renter: Account No.;

MICHARL SELLENS \*\*\*\*\*\*\*\*\*\*3433 VIS

TAX Id:

73-1389882

MICHAEL SELLENS 5031 LOURINA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

Rental Agreement No: 377466762

Reservation ID: Frequent Traveler: G8684405551 WN0019515812

Special Bill Info:

XXCCARD

MISCELLANEOUS INFORMATION
CC AUTH: 008491 DATE: 2016/03/08 AMT:

436.00

RENTAL DETAILS

Rate Plan;

Repted On:

ADJUSTNENT

SUBTOTAL

TAX

IN: RCUD4 OUT: RCUD4
03/08/2016 08:04 LOC# 051722

ORANGE COUNTRY AP, CA

Returned On:

Reserved: B

03/10/2016 15:47 LOCH 051722 ORANGE COUNTRY AP, CA

Car Description: Veh. No.:

N/L ELANTRA 7GGT557 9411836

CAR CLASS Charged: B Rented:

MILEAGE In: 22,400 Out: 22,359

Driven: 41

RENTAL CHARGES

87.07 261.21 -26,12 235,09

8.00%

CONCESSION PEE RECOVERY 27.38 FF SURCHARGE 3.00 CA TOURISM FEE 0.23 LICENSE & TAX REIMBURSEMENT 3.16

TOTAL CHARGES

298.37 USD

21.49

E-RETURN RECEIPT

THANK YOU FOR RENTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To: DOLLAR RENT A CAR PO BOX 35250 TULSA, OK 74153-1167 UNITED STATES

Rental Agreement No: 377466762

Date: Document: 03/11/2016 956000879075

MICHAEL SELLENS

Account No.1 \*\*\*\*\*\*\*\*\*\*3433 VIS

Phone:

800-800-5252

Web:

www.dollar.com

**以供欠**4下

0395 OC

TOTAL CHARGES

298.37 USD

#### Best Western Plus Newport Inn

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 03/10/2016 10:45 AM kelly

Loyalty Club:

Registered To:

Sellens, Michael 5031 Lourina Court

(916) 966-8502

Fair Oaks, CA 956283419

6006630555905905

BLUE

Room #

306-A

Conf # Arrival 112460

Departure

03/08/16 03/10/16

Room Type

KDZ-King - Busines

Guests

2/0

**Payment** 

Visa/Master

Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
03/08/16	khaled	RC	ROOM CHARGE			\$119.99
03/08/16	khaled	9	ROOM TAX			\$9.60
03/08/16	khaled	91	CITY 8IA			\$3.60
03/09/16	DEPALN	RC	ROOM CHARGE			\$219.99
03/09/16	DEPALN	9	ROOM TAX			\$17.60
03/09/16	DEPALY	91	CITY BIA			\$6.60
03/10/16	kelly	VS	PAYMENT VISA/MC		3433 - 008590	\$377.38-
					Balance Due	\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Chevron 2121 S. Bristol St SIN 00202016

03/10/16 15:31:05 E/VISA XXXXXXXXXXXXX3433

Invoice#: 1672877 Auth#: 010062

Pump#: 7 2.1426 \$ 2.799/6 1 Un/Self \$ 6.00 Total \$ 6.00

VOHS: \*\*\*\*\*8502

Learn how to EARN REMAROS With a Chevron or Texaco Credit Card See application for details

THANK YOU FOR CHOOSING CHEVRON



Ory Iten	Proce
1 Soft fi kst Ckn 1 12" - Ret Chicken Sub	\$5.00
Sub Tota) Sales Tax (8%) Fotal (Take Out) Credit Card Change Approval No: 009456 Reference No: 607002270059 Card Issuer: Visa Account No: ++*+*********************************	\$5,40 \$6,40 \$5,40 \$5,40 \$0,00

Get a Free Cookte! Take our 1 minute survey at www.tellsubway.com

> Store #39395-0 | 949-515-6295 2590 Newport Blvd # B 3/9/2016 6:33:06 pm Trans #60022 Clerk: Steven

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 or DRINK



OFFERS 10702929

ma unimercial actualism actualism application and actual control actual 


EVERY DAY A DIFFERENT 53.50 6-INCH SUB OR 55.00 FOOTLONG SUB

SUBWAY"

f

Los Angeles area locations (Market #002)

Ut?	Iten	frice
1 80	TD Filong Spicy Italian	\$5.00
1 1	2° Spicy Italian Sub	"
	Sub Total Säles Tax (6%) Total (Eat In) Credit Card	\$0,40 \$5,40 \$5,40

Approval Hg: 008668 

Get a Free Cookiet take our Eminute survey at new tellschway.com

Store #39395-0 | 949-515-6295 2590 Navport Blyd # B 3/8/2016 6:55:10 pm Trans #5988ō Clerk: Jose

JOIN TODAY AND GET A FREE 6" BUB WITH PURCHASE OF A 30 ox DRINK



that manufactive assembly the funda Tomal 

## LING OF THE DAV.

1/1 - E4305020



### in the box

DRIVE THRU

Tel(949) 631-0282 3/8/2016

JIB# 3509 12:32:58 PH Emp กลมล 11

1 Chickn Sand 1 Jr Jumbo Jack

1.29

本字:京东东京丰富丰富东京东京东京李宗京东京李宗东京李宗东京东京李宗宗京京京京

with purchase of a menu item on your next visit:

1) Within 3 days... visit www.JackListens.com or call 1-858-876-0461. Enter...

14 digit code: 165 102 503 096 06 Date of Service: 3/8/2016

Time of Service: 12:32 3) Write the provided validation code 101.6

Coupon Codo: 989 4) Bring this receipt to a Jack in the Box to receive your two free tacos with purchase of a menu item on your next visit.

One coupon per guest visit. This offer is not valid with any other offer or discount. Jack in the Box employees and their families are not eligible. Vot transferable. This offer is valid for I days after completion of the survey.

\*\*Esta encuesta esta

#### Michael Sellens From: Michael Sellens Friday, February 19, 2016 1:57 PM Sent: To: Marcus Lee FW: Flight reservation (RU4B6N) | 22FEB16 | SMF-SNA | Freese/David Subject: FYI From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com] Sent: Friday, February 19, 2016 1:43 PM To: Michael Sellens <msellens@cfsa.org> Subject: Flight reservation (RU4B6N) | 22FEB16 | SMF-SNA | Freese/David Thanks for choosing Southwest@ for your trip, Log in | View my itinerary Special Offers Check Flight Change Flight Hotel Offers Check In Status Online

Car Offers

Air itin	erary		vagarisənə attable (1986)		
AIR Confirm		RU4B6N		Confirmati	on Date: 02/19/2016
Passenger(s)	R	apid Rewards#	Ticket#	Expiration	Est. Points Earned
FREESE/DAVID	33	37987344	5262184712875	Feb 18, 2017	3116
			t your (MySouthwest, S & A-List Preferred bon- ival		Rapid Rewards)
Mon Feb 22  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/Arri	ival	Annana Annana Annana Annana Annana Annana Annana Annana Annana Annana Annana Annana Annana Annana Annana Anna	
Fri Feb 26	836	Airlines at 12:1	<b>5 PM</b> L <b>AMENTO, CA (S</b> M nrs 25 mins		SNA) on Southwest

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 <u>carryon</u> items, free of charge.	
30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.	
10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.	
If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.	

Air Cost: 439.96

Fare Rule(s): 5262184712875: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA204.54YL WN SMF178.49RLN7PNR 383.03 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

Learn about our boarding process		Learn about inflight WiFi & entertainment⊡							
Cost and Payment Summary									
☐ AIR - RU4B6N									
Base Fare Excise Taxes Segment Fee Passenger Facility Charge September 11th Security Fee Total Air Cost	\$ 383.03 \$ 28.73 \$ 8.00 \$ 9.00 \$ 11.20 \$ 439.96	Payment Information Payment Type: Visa XXXXXXXXXXXXXX1737 Date: Feb 19, 2016 Payment Amount: \$439.96							

#### Michael Sellens

From: Sent: To: Subject:	Southwest Airlines <sou Thursday, February 25, 2 Michael Sellens Flight reservation (RZAPS</sou 	016 4:44 PM				
	Thanks for choosing Southwest® for your top					
	X The second sec				Log in   View my itinera	ĽΥ
	Check In Check File Online Status	ght e la Chi	ange ght	Special Offers	Hotel Car Offers Offers	
	Ready for takeoff!				×	
	Thanks for choosing Southwith know about your reservation	rest© for your trip. You bolow. Happy travels	u'll find everything!	ng you need to		
	a×ij Air binerary				The Commission of the Commissi	_ _
	AIR Confirmation: RZAP35		Confirmation	on Dale: 02/25/2016	×	
	Passenger(s) Rapid Rewards	s# Ticket#	Expiration	Est Points Earned		
	SELLENS/MICHAEL 19515812	5262186689378	Feb 24, 2017	4184		

Date	Flight	Departure/Arrival	
Mon Feb 2	29 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	X This was a relative and the second
Fri Mar 4	888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:00 PM Arrive in SACRAMENTO, CA (SMF) at 4:25 PM Travel Time 1 hrs. 25 mins Anytime	
X September 1	Southwest.co	your flight(s): 24 hours before your trip on on or your mobile device to secure your boarding position. I gned a boarding position based on your check-in time. Ou check in within 24 hours of your flight, the earlier you	× ± ± ± ± ± ± ± ± ± ± ± ± ± ± ± ± ± ± ±
<b>x</b> 24 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Bags fly free apply. One so items, free of	e: First and second checked bags, Weight and size limits mall bag and one personal item are permitted as carryon charge.	
Wice with	area no later	before departure: We encourage you to arrive in the gate than 30 minutes prior to your flight's scheduled departure egin boarding as early as 30 minutes before your flight.	
X 44 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	and be in the flight's sched	pefore departure: You must obtain your boarding pass(es) gate area for boarding at least 10 minutes prior to your uled departure time. If not, Southwest may cancel your ce and you will not be eligible for denied boarding n.	



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: 477.96

Fare Rule(s): 5262186689378: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4,5 AY11.20SSMF5.60 SNA5.60



Learn about our boarding process



Learn about inflight WiFi & entertainment□

#### **Cost and Payment Summary**

☐ Afte - RZAP35

 Base Fare
 \$ 418.38

 Excise Taxes
 \$ 31.38

 Segment Fee
 \$ 8.00

 Passenger Facility Charge
 \$ 9.00

 September 11th Security Fee
 \$ 11.20

 Total Air Cost
 \$ 477.96

\$ 418.38 Payment Information

Payment Type: Visa XXXXXXXXXXXXXX737

\$ 8.00 Date: Feb 25, 2016 \$ 9.00 Payment Amount: \$477.96

" <del>- 4</del>7 -

#### Michael Sellens

From:

Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Sent:

Friday, March 04, 2016 11:33 AM

To:

Michael Sellens

Passenger(s)

SELLENS/MICHAEL

Subject:

Flight reservation (RRAPW8) | 08MAR16 | SMF-SNA | Sellens/Michael

Check In Check Flight Change Special Hotel Car Offices Offices Offices

Ready for takeoff!

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

Altribiting any

Altribiting any

Altribiting any

Altribiting any

Confirmation Date: 03/4/2016

Rapic Rewards prints earned are only estimates. Not a member - visit <u>Southwest.com/rapidrewards</u> and sign up reday!

Rapid Rewards # Ticket #

Join or Add #

5262189264213 Mar 4, 2017 4184

Expiration

Est, Points

Earned

Date	Flight	Departure/Arrival	X
Tue Mar 8	2532	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travet Time 1 hrs 35 mins Anytime	
Date	Flight	Departure/Arrival	×
Fri Mar 11	341	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 PM Travel Time 1 Line 35 mins Anytime	
X	Southwest.com	your flight(s): 24 hours before your trip on more your mobile device to secure your boarding position. I gned a boarding position based on your check-in time. I u check in within 24 hours of your flight, the earlier you	
X V	Bags fly free( apply. One sm items, free of	®: First and second checked bags. Weight and size limits nall bag and one personal item are permitted as carryon charge.	
X S	area no later t	efore departure: We encourage you to arrive in the gate han 30 minutes prior to your flight's scheduled departure gin boarding as early as 30 minutes before your flight.	
X Parker	and be in the flight's schedu	efore departure: You must obtain your boarding pass(es) gate area for boarding at least 10 minutes prior to your sled departure time. If not, Southwest may cancel your see and you will not be eligible for denied boarding it.	



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: 477.96

Fare Rule(s): 5262189264213: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process□



Learn about inflight WiFi & entertainment□

#### Cost and Payment Summary

RRAPW8

\$ 418.38 Payment Information Base Fare Excise Taxes \$ 8.00 Date: Mar 4, 2016 Segment Fee \$ 9,00 Payment Amount: \$477.96 Passenger Facility Charge September 11th Security Fee \$ 11.20 Total Air Cost \$ 477,96

\$ 31.38 Payment Type: Visa XXXXXXXXXXXXX1737

#### Marcus Lee

From:

Michael Sellens

Sent:

Friday, March 11, 2016 5:15 PM

To:

Marcus Lee

Subject:

FW: Flight reservation (R8BUCR) | 14MAR16 | SMF-SNA | Freese/David

 $\textbf{From:} Southwest Airlines \cite{Mailto:SouthwestAirlines@luv.southwest.com}$ 

Sent: Friday, March 11, 2016 11:27 AM
To: Michael Sellens <msellens@cfsa.org>

Subject: Flight reservation (R8BUCR) | 14MAR16 | SMF-SNA | Freese/David

Thanks for choosing Southwost@ for your trip

	i <b>-</b>					Login	View my itinerary
Check In Online		Check Fligh Status		Change Flight	Special Offers	Hotel Offers	Car Offers
Ready for	takeof	f!				_	
Tha kno	inks for ch w about yo	oosing Southwe our reservation I	est® for your trip. pelow. Happy tra	You'll find everyt vels!	thing you need to		
Air Itino	erar <b>y</b>						
AIR Confirm	nation:	R8BUCR		Confirma	ition Date: 03/11/201	6	
Passenger(s)	Ra	pid Rewards #	# Ticket#	Expiration	Est. Points Earned		
FREESE/DAVID	33	7987344	526219141411	15 Mar 11, 201	7 4184		
Rapid Rewards poin account for the most	ts earned are accurate tot	a only estimates. Vi als - including A-Lis	sit your (MySouthwe st & Λ-List Preferred	st, Southwest.com c bonus points.	or Rapid Rewards)		
Date	Flight	Departure/Ar	rival				
Mon Mar 14	3047	AM	NGE COUNTY/S		est Airlines at 10:55 (SNA) at 12:15 PM		
Date	Flight	Departure/Ar	rival			•	

Frì Mar 18	341	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 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 <u>carryon</u> 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: 477.96

Fare Rule(s): 5262191414115: 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 SNA209,19YL WN SMF209,19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

Learn about our boarding process		Learn about inflight WiFi & entertainment⊡	
Cost and Payment Su	mmary		
AR - R8BUCR	,		
Base Fare Excise Taxes Segment Fee Passenger Facility Charge	\$ 418.38 \$ 31.38 \$ 8.00 \$ 9.00	Payment Information Payment Type: Visa XXXXXXXXXXXX Date: Mar 11, 2016 Payment Amount: \$477.96	1737
September 11th Security Fee Total Air Cost	\$ 11,20 \$ 477,96	14	47,79

Useful Tools	Know Before You Go	Special Travel Needs	
Check In Online	In the Airport	Traveling with Children	
Early Bird Check-In	Baggage Policies	Traveling with Pets	
View/Share Itinerary	Suggested Airport Arrival Times	Unaccompanied Minors	
Change Air Reservation	Security Procedures	Baby on Board	
Cancel Air Reservation	Customers of Size	Customers with Disabilities	
Check Flight Status	In the Air		
Flight Status Notification	Purchasing and Refunds		
Book a Car			
Book a Hotel			

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Privacy Policy

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<u>FAOs</u>

Book Air | Book Hotel | Book Car | Book Vacation Packages | See Special Offers | Manage My Account

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See Southwest Airlines Co. Notice of Incorporation

See Southwest Airlines Limit of Liability

Souliwest Arrines P.O. Box 36647-1CR Dalles, TX 75235

Contact Us

<sup>\*</sup> Att travel involving funds from this Confirmation Number must be completed by the expiration date

Security Fee is the government imposed September 11th Security Fee.

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 02/19/2016 12:08 PM MELISSA

Loyalty Club:

6006637310286679

PLATINUM

Room #

324-A

Registered To:

Freese, David

BW-REGULAR GUESTS 292 Shasta Drive

Yacaville, CA 95687

Conf # Arrival 111036

Departure

02/16/16 02/19/16

Room Type

KDZ-King - Business - N

Guests

2/0

Payment

Visa/Master

Acct

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference		Amount
02/16/16	khaled	RC	ROOM CHARGE				\$119.99
02/16/16	khaled	9	ROOM TAX				\$9.60
02/16/16	khaled	91	CITY BIA				\$3.60
02/17/16	DEPÁLM	RC	ROOM CHARGE				\$119.99
02/17/16	DEPALM	9	ROOM TAX				\$9.60
02/17/16	DEPALM	91	CITY BIA				53,60
02/18/16	DEPALM	RC	ROOM CHARGE				\$119,99
02/18/16	DEPALM	9	ROOM TAX				\$9.60
02/18/16	DEPALM	91	CITY BIA				\$3.60
02/19/16	MELISSA	VS	PAYMENT VISA/A/C		0686 - 916103		\$399.57
					Bal	ance Due	\$0.00

14= 39,96

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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Si	21	na	ŧı	ur	6

SÁC. INTL AIRPORT 6900 AIRPORT BLVD SACRAMENTO, 95837

POF 521 Le 02/19/16 19:45 Receipt 001716

Short-term Parking Tkt GRE - No. 078698 07/16/16 05:11 02/19/16 19:45 Period 3d14h35' (Ust.) \$68 \$68.00

Total \$68.00

Payment Received VISA XXXXXXXXXXXXXOG86 Auth. Co. 129154 \$68.00

Sub Total

568.00 M = 6,80 All Amounts in USD. ¿Deliv. Date=Receipt Date

(Managed)

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 02/26/2016 12:20 PM MELISSA

Loyalty Club:

6006637310286679

PLATINUM

Room #

223-A

Registered To:

Freese, David

(160) 207-6114

**BW-REGULAR GUESTS** 292 Shasta Drive

Vacaville, CA 95687

Conf# Arrival

111465 02/22/16

Departure

02/26/16

Room Type

BS-Business - Suite

Guests

2/0

**Payment** 

Visa/Master

Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
02/22/16	khaled	RC	ROOM CHARGE			\$119.99
02/22/16	khaled	9	ROOM TAX			\$9,60
02/22/16	khaled	91	CITY BIA			\$3.60
02/23/16	khaled	RC	ROOM CHARGE			\$119.99
02/23/16	khaled	9	ROOM TAX			\$9.60
02/23/16	khaled	91	CITY 8IA			\$3.60
02/24/16	DEPALM	RÇ	ROOM CHARGE			\$119.99
02/24/16	DEPALM	9	ROOM TAX			\$9.60
02/24/16	DEPALM	91	CITY BIA			\$3.60
02/25/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/25/16	DEPALM	9	ROOM TAX			\$9.60
02/25/16	DEPALA	91	CITY BIA			\$3.60
02/26/16	MELISSA	VS	PAYMENT VISA/MC		0686 - 812263	\$532.76

Balance Due \$0.00

14=53,28

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.

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SAC. NTL AIRPORT 6900 AIRPORT BLVD 6900 AIRPORT BLVD 5400 AIRPORT BLVD 5400 AIRPORT 6900 AIRPORT
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California FAIRS FINANCING

FINANCING. Design Construction

1776 Tribute Road, Suite 100 Sacramento, CA 95815

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

Paid 04/21/2016 Check # 79016

Payment A	utho	rizat	ion
-----------	------	-------	-----

	4/6/2016	Amount:	\$3,115.75
Vendor Name:	CFFA		
Invoice No.:	1883		
Invoice Date:	3/31/2016		
Project No.:	03215050	ting Installat	lan
	Pacific Amphitheatre Sea OC Fair & Event Center	ning installat	ion
	Please pay the above v this payment authorizatio appropriate paperwork is	n. Work has	been completed and

Approved for Payment

Construction Manager

Accounting Administrator

Managing Officer or Designee



DISEN Centreum.

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

### Invoice

Involce Number: 1883

Invoice Date:

3/31/2016

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 - 03/2016	3,115.75
	\$3,115.75

Thank you for your business!

Terms: Due Upon Receipt

Questions: MLee@cfsa.org

Net Invoice:

\$3,115.75

Sales Tax:

0.00

Invoice Total:

\$3,115.75

### **General Ledger Detail**

#### Current Period 03 (3/1/2016 - 3/31/2016)

CFFA Marcus Lee Unit Of Measure: \$

Friday, April 01, 2016 11:02:13AM

Page :

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
468-032	-03215050-A	Reimbursement Dire	ect, 032, Pac Ai	n			1,532.74-
642-032	-03215050-A	Printing-Projects, 0	32, Pac Amp Se	a			56.95
664-032	!-03215050-A	Travel-projects, 032	•				1,475.79
3/4/2016	Summarized AP Invoices	Invoices	AP-Invoice		526.69		
-3/4/20	116 Michael Sellens Invol Travel	ce: 3/04/16-Travel Orange Co	unty Fair Projects Tra	vel Reimb, 1	l. Sellens Pac Amp	Seating	526.69
3/10/2016	Summarized AP Invoices	Invoices	AP-Invoice		505.72		
• 3/10/2	:016 Michael Sellens Invoi Travel	ce: 3/010/16-Travel Orange C	ounty Fair Projects T	rave! Reimb,	M. Sellens Pac Am	p Seating	505,72
3/18/2016	Summarized AP Involces	Involces	AP-Involce		2,083.34		
3/18/2	016 West America Bank 1	nyoice: 03182016 March 2016	Statement - Operati	ng, D. D. Fre	ese Flight Seating	j-2/22	307. <b>9</b> 7
<b>-3/18/2</b>	1016 West America Bank I	nvoice: 03182016 March 2016	Statement - Operati	ng, M. Seller	is Flight - Seating	- 2/29	334.58
• 3/18/2	1016 - West America Bank - I	nyoice: 03182016 March 2016	5 Statement - Operati	ng, M. Seller	is Flight - Seating	- 3/08	334.58
• 3/18/2			Statement - Operati	ng, D. Freese	e Flight - Seating -	3/14	334.58
• 3/18/2			5 Statement - Operati		e Hotel - Seating -	•	279.70
• 3/18/2			5 Statement - Operati		e Parking - Seating		47.60
<b>3/18/2</b>			5 Statement - Operati	_,	e Hotel - Seating -		372.93
• 3/18/2	1016 West America Bank I	involce: 03182016 March 2011	6 Statement - Operati	ng, D. Frees	e Parking - Seating	j - 2/29	71,40
664-	032-03215050-A	Net	: 3,115.75		3,115.75	0.00	4,591.54
\$ Grand To	otals	Beginning Balanc	e Net Activity	,	Total Debits	Total Credits	Balance
		0.00	3,115.75		3,115.75	0.00	3,115.75
		é Trini Balawasa			Total Debits	Total Credits	Balance
		\$ Trial Balances	Prio	or:	1,532.74	1,532.74	0.00
			Activi	у;	3,115.75	0.00	3,115.75
			Endin	•	4,648.49	1,532.74	3,115.75



# California Fair Services Authority

Name:	Michae	l Sellens	2	010	ı rave	ei ex	pense Den	: Kep		√Constri	uction			•
Period:	2/29 20	16					Бер	To:			11441014		· · · · · · · · · · · · · · · · · · ·	
-	nan dd y		· · · · · · · · · · · · · · · · · · ·		···				mar dd	уу			<del></del>	
Transportatio	n: Attach	receipts for	airline and/or	rental car	r. Show	mileage	only for i	private v	ehicle.			· · · · · · · · · · · · · · · · · · ·		
Date	Beg.	End Finse	Origination			estinatio			enge	Тr	avel Mo	de	Cash	Charge
/29-3/3/2016					Orange	County	(Return)			R	Rental Ca		157.89	
/29/2016						SMF		1	4				7.56	<u> </u>
/4/2016				***************************************		CFFA		1	4				7.56	
				7	,	0 7								
				Lota	il miles o	f private	vehicle:	2	S		_		l	
											S	untotal:	173.01	4.3.3.4.4
Meals and Lo	odging (pe	r day): Atta	och receipts if o	ver per d	iem cost	(meals).	. All recei	ipts for le	odging.				· · · · · · · · · · · · · · · · · · ·	
Date		Locatio		,	igʻg		kfst		nch	Dir	nner	Incid'l	Cash	Charge
				Cash	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg			01111.60
/29-3/3/2016				553.76			2000 E					E295434	553.76	
2/29/2016										6,00			6.00	
3/3/2016										5.40			5.40	
3/3/2016										5.00			5.00	
Entertainmen	it and othe	r itemized e	expenses, attach	all recci	pts.		Subt	otal fron	Meals n	ind Lodg	ging Add	ubtotal: endum:		
Date		lace					Descripti	on.					I 6 t	01
3/4/2016	•	1000			***************************************		I for Ren				<del></del>		Cash 9.25	Charge
				SI	olt Tuli	te E	Prij	col	-		S	ubtotal:		
Curpose of Trav	SEL APPA APR	+ 160TIN	2-16- Elles	Ş. C	L.C.	7	En			Les	Addend Column s Cash A ance due ce due en	dvance:		

DOLLAR RENT A CAR

Direct All Inquirles To:

PO BOX 35250 TULSA, OK 74153-1167

DOLLAR RENT A CAR

Web:

Phone: 800-800-5252 www.dollar.com



Rental Agreement No: 371909366 Date: 03/05/2016 Document: 956000804017

CHARGE DETAIL

Renter: Account No. : MICHAEL SELLENS 

TAX Id:

73-1389882

MICHAEL SELLENS 5031 LOURONA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

Rental Agreement No: 371909366

Reservation ID: G8603634167

Frequent Travaler: WN0019515812

MISCELLANEOUS INFORMATION
CC AUTH: 029441 DAIE: 2016/02/29 AMT: 177.00

RENTAL DETAILS

IN: RXH55 OUT: RXH55 Rate Plan:

Rented On:

IN: RXH55 OUT: RXH55
02/29/2016 08:06 LOCH 051722
0RANGE COUNTRY AP, CA
03/04/2016 13:58 LOCH 051722
ORANGE COUNTRY AP, CA Roturned On:

ELANTRA 7MGG313

Car Description:

Veh. No.: 5171673
CAR CLASS Charged: Q5 NILEAGE
Rented: C In: 9,896

Out: 9,838 Driven: 58

RENTAL CHARGES

1 3 118.80 MERKS 113.80 SUBTOTAL 113.80

CONCESSION FEE RECOVERY 14.25 FF SURCHARGE 1.00 CA TOURISM FEE 4.16 LICENSE & TAX REIMBURSEMENT 5.30 XAT 8.00% 11.36

TOTAL CHARGES

157.89 USD

E-RETURN RECEIPT

THANK YOU FOR RENTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Date:

Rental Agreement No: 371909366

Document:

03/05/2016 956000304917

Direct All Inquiries To: DOLLAR RENT A CAR PO BOX 35250

TULSA, OK 74153-1167

Renter:

MICHAEL SELLENS

Account No.:

\*\*\*\*\*\*\*\*\*\*1133 VIS

UNITED STATES

800-800-5252

www.dollar.com

TOTAL CHARGES

157.89 USD

5535 GC

#### BEST WESTERN PLUS Newport Inn

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

03/04/2016 10:53 AM

Loyalty Club:

6006630555905905

BLUE

Room #

308-A

Registered To:

(916) 966-8502

Sellens, Michael 5031 Lourina Court

Fair Oaks, CA 956283419

Conf# Arrival

111883

Departure

02/29/16 03/04/16

Room Type

KDZ-King - Busines

Guests

2/0

Payment

Visa/Master

Acct

Posting Dat	ti Oper	AcctCode	Description	From	Reference	Amount
02/29/16	khaled	RC	ROOM CHARGE			5119.99
02/29/16	khaled	9	ROOM TAX			\$9.60
02/29/16	khaled	91	CITY BIA			\$3.60
03/01/16	тагу	RT	RESTAURANT			\$21,00
03/01/16	khaled	RC	ROOM CHARGE			\$119.99
03/01/16	khaled	9	ROOM TAX			59.60
03/01/16	khaled	91	CITY BIA			\$3.60
03/02/16	khaled	RC	ROOM CHARGE			\$119.99
03/02/16	khaled	9	ROOM TAX			\$9.60
03/02/16	khaled	91	CITY BIA			\$3.60
03/03/16	khaled	RC	ROOM CHARGE			\$119.99
03/03/16	khaled	9	ROOM TAX			\$9.60
03/03/16	khaled	91	CITY BIA			\$3.60
					Balance Du	e \$553.76

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.

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Ûty	Iten		Price
1   \$01	D Ff Ast Ckn		\$5.00
1 12	D Ff Ast Ckn " -Ast Chicke	n Sub	
	Total	Sub Total es Tax (8%) (Take Out) Credit Card Change	\$5,00 \$0,40 \$5,40 \$5,40 \$0,00

Get a Free Cookie! Take our 1 minute survey at www.tellsubway.com

> Store #39395 0 | 949-515-6295 2590 Newport Blyd # B 3/2/2016 6:54:39 pm Trans #59036 Clerk: Bryan

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 or DRINK



OFFERS

OST OF CONCLUSE WEEKING OF PRESENCE FUR WIND are than a second

EVERY DAY A DIFFERENT 53.50 G-INCH SUB OR 55.00 FOOTLONG SUB

SUDWAY"

tos Angeles area locations (Harket 4002)

Smartneceint e and community and other partners.

## 

uty Iten I SOFO F1 Hen I 12" Han Sub	Price 55,00
Sub Total  Total (Take Dut) Credit Card Change Approval No: 003916 Reference No: 606402160834 Card Issuer: Visa Account No: ++++++++++3433 Acquired: Supe Amount: \$5.00 Host Id: 623-257-308438	\$5,00 \$5,00 \$5,00 \$0,00

Bet a Free Cookie! Take our infinite survey at www.rellsubway.com

Store #39395 0 | 949-515-6295 2590 Newport Blvd # B 3/3/2016 6:48:33 pm Trans #59195 Clerk: Bryan

JOIN TODAY AND GET AFREE 6" SUB WITH PURCHASE OF A Street DRIVER



OFFERS

art markeyr weimy morphism, JUBLAN

EVERY DAY A DIFFERENT 53.50 6 AHCH 5110 OR SUU COOTLONG SUB

MININIY

ton Angeles area locations (Markel #002)

ſ

Chevron 2121 S. Bristol St SIN 00202016

03/04/16 13:43:10

EZXXXXXXXXXX3433

Invoice#: 1667199 Auth#: 004116

Punp#: 2 3.354G & \$ 2.759/G 1 Un/Self \$ 9.25 Total \$ 9.25

VONS: \*\*\* \* \* 8502

learn how to EARN REWARDS with a Chevron or Texaco Credit Card See application for details

FHANK YOU FOR CHOOSING CHEVRON

## SULLIND

ity Iten	Price
1 At 1 Foot loags \$6 for less	- a
1 ATT Footlands S6 nr less   1   12" Furkey Sub	36,00
Sub Total	\$6.00
fotal (Take Qut)	
Credil Card	\$6,00 \$6,00
Approval No: 029021	\$0.00
Reference No: 606101714590	
Card Issuer: Visa	
ACCOUNT NO. 144444141443437	
ACQUITEG, Switte	
Amount: \$6.00	
flost Td: 622-264-1253105	

Get a Free Cooklet Take our Embade survey at wow.telloubway.com

Store #39395-0 | 949-515 6295 2590 Newport Blyd # B 2/29/2016 5:50:12 pm H ans #58/18 Clerk: Steven

JOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 oz DRINK



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RAMY DAY SPECIAL

AND THE REPORT OF THE PARTY OF

MININAY

th, drawe, Ventara, Riversple, turo, San Eernarding and Cast keen County area local tuns (Narkat 1802)



## California Fair Services Authority

### 2016 Travel Expense Report

Name:	Michael Sellens	Department:	CFFA/Construction	
Period:	3/8/2016	To:	3/10/2016	
_	non-dd yy	·	amedd ys	

Transportation: Attach receipts for airline and/or rental car. Show mileage only for private vehicle.

Date	Beg. Time	End Time	Origination	Destination	Mileage	Travel Mode	Cash	Charge
3/8-10/2016				Orange County (Return)		Rental Car	298.37	
3/8/2016				SMF	14		7.56	
3/10/2016				CFFA	14		7.56	
	<del></del>	<del></del>		Total miles of private vehicle:	28	Subtotal:	313.49	

Date	Location	Loc	ig'g	Вг	kfst	Lu	nch	Dir	nner	Incidl	Cash	Charge
		Cash	Chrg	Cash	Chrg	Cash	Chrg	Cash	Chrg			
3/8-10/2016		377.38					*****				377.38	
3/8/2016		-				2.79		5.40			8.19	
3/9/2016								5.40			5.40	
		·	1						S	ubtotal:	-	

Date	Place	Description		Cash	Charge
3/4/2016	32th DAA	Fuel for Rental Car		6.00	
	SMF	Airport Parking		12.00	
	,		Subtotal:	18.00	

Purpose of Travel:	Subtotal from Entertainment Addendum:		
	Column Totals:	722.46	
	Less Cash Advance:		1
	Balance due CFSA:		
Submitted by Mily Seller	Balance due employee:	722.46	77.531314
Approved by:	Total Travel Expense:		
	(add column totals):		\$722.46/

DOLLAR RENT A CAR

Reb;

Phone: 800-800-5252 www.dollar.com



Rental Agreement No: 377466762 Date:

Document:

03/11/2016 956000879075

Direct All Inquiries To: DOLLAR RENT A CAR FO BOX 35250 TULSA, OK 74153-1167

TAX Id:

73-1389802

Ranter: Account No.: MICHAEL SELLENS 

MICHAEL SELLENS 5031 LOURINA CT FAIR ORKS, CA 95628

RENTAL REFERENCE

Rental Agreement No: 377466762

Reservation ID: G8684405551 Prequent Traveler: WN0019515812

Special Bill Info: XXCCARD

MISCELLANEOUS INFORMATION
CC AUTH: 008491 DATE: 2016/03/08 AMT: 436.00

RENTAL DETAILS

Rate Plan: Ranted On: IN: RCUD4 OUT: RCUD4

03/08/2016 08:04 LOCH 051722

Returned On:

ORANGE COUNTRY AP, CA
03/10/2016 15:47 LOC# 051722
ORANGE COUNTRY AP, CA
1: N/L SLANTRA 7GGT557

Car Description:

Veh. No.:

9411836

CAR CLASS Charged: B Rented: C

HILEAGE In: 22,400

Reserved: B

Dut: 22,359 Driven: 41

RENTAL CHARGES

TOTAL CHARGES

DAYS 261.21 ADJUSTMENT -26.12 SUBTOTAL 235,09

CONCESSION FEE RECOVERY 27.38 FF SURCHARGE 3.00 CA TOURISM FEE 8.23 LICENSE & TAX REIMBURSEMENT 3.18 ZAT 8.00k 21,49

298.37 USD

E-RETURN RECEIPT

THANK YOU FOR RENTING FROM DOLLAR

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Direct All Inquiries To: DOLLAR RENT A CAR PO BOX 35250 TULSA, OK 74153-1167 UNITED STATES

Rental Agreement No: 377466762

03/11/2016 Dater Document: 956000879075

Renter: Account No.; Michael Sellens

\*\*\*\*\*\*\*\*\*\*3433 VIS

Phone: Web:

800-800-5252 www.dollar.com

4643, 70

TOTAL CHARGES

298,37 USD

Best Western Plus Newport Inn 2642 Newport Blvd, Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 03/10/2016 10:45 AM kelly

Loyalty Club:

6006630555905905

BLUE

Room #

306-A

Registered To:

Sellens, Michael 5031 Lourina Court

Fair Oaks, CA 956283419

Conf # Arrival

112460 03/08/16

Departure

03/10/16

Room Type

KDZ-King - Busines

Guests

2/0

Payment

Visa/Master

Acct

(916) 966-8502

Posting Dat	t Oper	AcctCode	Description	From	Refer	ence	Amount
03/08/16	khaled	RC	ROOM CHARGE		- ""		\$119.99
03/08/16	khaled	9	ROOM TAX				\$9.60
03/08/16	khaled	91	CITY BIA				\$3.60
03/09/16	DEPALN	RC	ROOM CHARGE				\$219.99
03/09/16	DEPALM	9	ROOM TAX				\$17.60
03/09/16	DEPALN	91	CITY BIA				\$6.60
03/10/16	kelly	VS	PAYMENT VISA/MC		3433 •	008590	\$377.38-
						Balance Due	\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Chevran 2121 S. Bristol St STN 00202016

03/10/16 15:31:05

E/VISA XXXXXXXXXXXX3433

invoice#: 1672877 Auth#: 010062

Pump#: 7 2.1426 \$ 2.799/6 1 Un/Self \$ 6.00

VONS:\*\*\*\*\*8502

Learn how to FARN REVAROS with a Chevron or Texaco Credit Card See application for details

THANK YOU FOR CHOOSING CHEVRON



dty ten   1  Soft fr ust Chn   1  12" kat Chicken Sub	Praga \$5.00
Sub Total Sales Tax (6%) lotal (Take Out) Credit Card Change Approval No: 009456 Reference No: 607002270059 Card Issuer: Visa Account No. ***********************************	\$5,00 \$0,40 \$5,40 \$5,40 \$0,00

thet a Free Cookle! Take our 1 winute survey at www.tellsubway.com

> Store #39395-0 | 949-515-6295 2590 Newport Blyd # B 3/9/2016 6:33:06 pm Trans #60022 Clerk: Steven

IOIN TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 or DRIGH



our actions a relevate where we have enter a WHWAF



EVERY DAY A DIFFERENT 53.50 6 INCH SUB OR 95.00 FOOTLONG SUB

Suaway\*

tos Angeles area locations (Market 1997)

SmartReceipt commercial ages

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## STITLE STATES

QL/ Item	Prince
1 SBID Fittom Spice Italian 1 12' Spice Italian Sub	\$5.00
Sub Total Sales Tax (8%) Total (Eat In) Credit Card Change Auguoval No: numbon	\$5,40 \$6,40 \$5,40 \$5,40 \$6,00

Augroval No: 000668 Reterence No: 606902/11/91 Card Issuer: Visa Account No: +\*\*\*\*\*\*\*\*\*\*\*3433 Account: 5.40 Amount: 45.40 Host Id: 627-265-1430431

Get a Free Cookte! Take our Eminute sarvey at NAMA. Lellsubway.com

> Store #19395-0 | 949-515-6295 2590 Navport Blvd # 8 3/8/2016 6:55:10 pm Trans #59868 Clerk: Jose

IOBA TODAY AND GET A FREE 6" SUB WITH PURCHASE OF A 30 of DRINK



OFFEIS 10702626

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LIE OF THE DAY.

SAC. ATL AIRPORT
6900 AIRPORT
6900 AIRPORT
6900 AIRPORT
6900 BLVD
6900 BLVD
6000 BN 600 600 BN 600



### in the box

DRIVE THRU # 166

fe1(949) 631-0282 3/8/2016

J18# 3509 12:32:58 РИ мр мада 11

l Chicky Sand I Jr Jumbo Jack

1,29 1,29

Take our survey and receive 2 Free Tacos

with purchase of a mena item on your next visit:

1) Within 3 days...
visit now.JackListens.com
or call 1-858-876-0461.
2) Enter...

14 digit code; 165 102 503 096 06 Date of Service: 3/8/2016

Time of Service: 12:32 As write the provided validation code here:

Coupon Code: 989

4) Bring this receipt to a Jack in the Box
to receive your two free tacos with
two chase of a menu item on your
next visit.

the compon per goest visit. This offer is not valid with any other offer of discount. Jack in the Box employees and their families are not eligible. Not transferable. This offer is valid for I days after completion of the survey.

\*\*Esta encuesta esta

Ertyman

### Michael Sellens

From:

Michael Sellens

Sent:	Friday, February 19, 2016 1:57 PM	
To:	Marcus Lee	
Subject:	FW: Flight reservation (RU4B6N)   22FEB16   SMF-SNA   Freese/David	
FYI		
Sent: Friday, February : To: Michael Sellens <m< th=""><td></td><td>·</td></m<>		·
	Thanks for choosing Southwest© for your trip.	
		Log in   View my itinerary
	Check In Check Flight Change Special Online Status Flight Offers	Hotel Car Offers 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!	
c		

Air itin	erary				
AIR Confirm	AIR Confirmation: RU4B6N				on Date: 02/19/2016
Passenger(s)	R	apid Rewards #	Ticket#	Expiration	Est. Points Earned
FREESE/DAVID	33	37987344	5262184712875	Feb 18, 2017	3116
Date	Flight	Departure/Arri	& A-List Preferred bon	us points.	
Mon Feb 22	2532	AM	MENTO, CA (SMF IGE COUNTY/SAN ars 35 mins	•	
Date	Flight	De <b>p</b> arture/Arri	val		
Fri Feb 26	836	Depart ORANG Airlines at 12:1	SE COUNTY/SANT 5 PM	TA ANA, CA (S	NA) on Southwest

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.	

Fare Rule(s): 5262184712875; NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA204,54YL WN SMF178,49RLN7PNR 383,03 END ZPSMFSNA XFSMF4,5SNA4,5 AY11,20\$SMF5,60 SNA5,60

Learn about our boarding process		Learn about inflight WiFi & entertainment□
Cost and Payment Sun	nmary	
AIR - RU4B6N		
Base Fare Excise Taxes Segment Fee Passenger Facility Charge September 11th Security Fee Total Air Cost	\$ 383.03 \$ 28.73 \$ 8.00 \$ 9.00 \$ 11.20 \$ 439.96	Payment Information Payment Type: Visa XXXXXXXXXXXXXX1737 Date: Feb 19, 2016 Payment Amount: \$439.98

#### Michael Sellens

From: Sent:

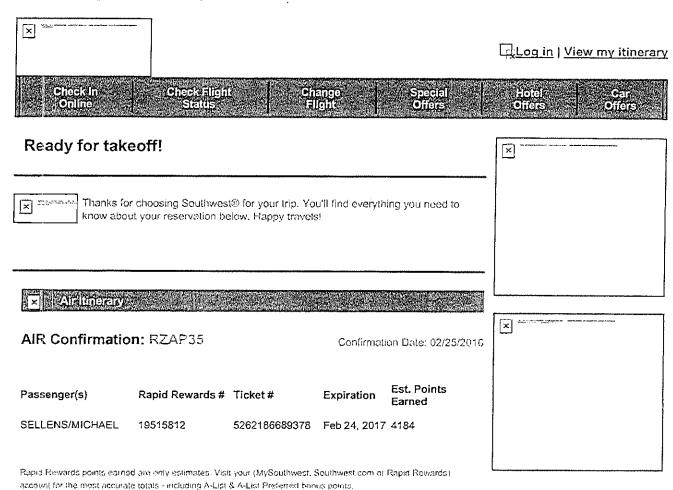
Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Thursday, February 25, 2016 4:44 PM Michael Sellens

To: Subject:

Flight reservation (RZAP35) | 29FEB16 | SMF-SNA | Sellens/Michael

Thanks for choosing Southwestel for your tep



	F17.44.5	Departure/Arrival	X marks to surpress the state Ap or the security to surprise to surprise the state Ap or the security to surprise the security to success t
Date	Flight	Departureranival	
Mon Feb 29	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 line 35 mine Anytime	
Date	Flight	Departure/Arrival	×
Fri Mar 4	888	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:00 PM Arrive in SACRAMENTO, CA (SMF) at 4:25 PM Travel Time 1 hts 25 mins Anytime	
	Southwest.co	your flight(s): 24 hours before your trip on ome or your mobile device to secure your boarding position. igned a boarding position based on your check-in time. by check in within 24 hours of your flight, the earlier you	[×]
X	Bags fly free apply. One s items, free of	en: First and second checked bags. Weight and size limits mall bag and one personal item are permitted as carryon charge.	
× 1	area no later	before departure: We encourage you to arrive in the gate than 30 minutes prior to your flight's scheduled departure egin boarding as early as 30 minutes before your flight.	
X (Section)	and be in the	before departure: You must obtain your boarding pass(es) e gate area for boarding at least 10 minutes prior to your duled departure time. If not, Southwest may cancel your ace and you will not be eligible for denied boarding on.	



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: 477.96

Fare Rule(s): 5262186689378: 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 SNA209.19YL WN SMF209.19YL 418,38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5,60 SNA5.60



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#### **Cost and Payment Summary**

FIRE RZAP35

Base Fare	5	418.38
Excise Taxes	\$	31,38
Segment Fee	\$	8.00
Passenger Facility Charge	£	9.00
September 11th Security Fee	5	11.20
Total Air Cost	\$	477.96

Payment Information

Payment Type: Visa XXXXXXXXXXXXX1737

Date: Feb 25, 2010 Payment Amount: \$477.96

334,5g

#### Michael Sellens

From:

Southwest Airlines <SouthwestAirlines@luv.southwest.com>

Sent:

Friday, March 04, 2016 11:33 AM

To:

Michael Sellens

today'

Subject:

Flight reservation (RRAPW8) | 08MAR16 | SMF-SNA | Sellens/Michael

Thanks for cheesing Southwests for each hip Log in | View my itinerary Check Flight Status Check In Online Ready for takeoff! Thanks for choosing Southwest® for your trip You'll find everything you need to know about your reservation below. Happy travels! × \* \* Alf-Ulimetry AIR Confirmation: RRAPW8 Confirmation Date: 03/4/2016 **Est. Points** Rapid Rewards # Ticket # Expiration Passenger(s) Earned 5262189264213 Mar 4, 2017 4184 SELLENS/MICHAEL Join or Add # Rapid Rewards points earried are only estimated. Not a member - visit Southwest.com/rapidrewards and sign up

Date	Flight	Departure/Arrival	×
Tue Mar 8	2532	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Traivel Time 1 hrs. 35 mms Anytime	
Date	Flight	Departure/Arríval	×
Frì Mar 11	341	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 PM Travet Time 1 hrs 25 mins Anytime	
x 1000	Southwest.com	your flight(s): 24 hours before your trip on  m or your mobile device to secure your boarding position.  gned a boarding position based on your check-in time.  u check in within 24 hours of your flight, the earlier you	X   22X
X S	Bags fly free(apply. One smitems, free of	®: First and second checked bags. Weight and size limits nall bag and one personal item are permitted as carryon charge.	
X Section 1	area no later t	efore departure: We encourage you to arrive in the gate than 30 minutes prior to your flight's scheduled departure gin boarding as early as 30 minutes before your flight.	
<b>x</b> 55 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	and be in the flight's schedu	efore departure: You must obtain your boarding pass(es) gate area for boarding at least 10 minutes prior to your uled departure time. If not, Southwest may cancel your be and you will not be eligible for denied boarding to.	



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.

× Paragraphic States of Control o

Air Cost: 477.96

Fare Rule(s): 5262189264213: 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 SNA209.19YL WN SMF209.19YL 413.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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WiFi & entertainment

#### Cost and Payment Summary

FRAPW8

Base Fare\$ 418.38Payment InformationExcise Taxes\$ 31.38Payment Type: Visa XXXXXXXXXXXXX1737Segment Fee\$ 8.00Date: Mar 4, 2016Passender Facility Charge\$ 9.00Payment Amount: \$477.96

September 11th Security Fee S 11.20

Total Air Cost \$ 477.96

74 -<u>334.58</u>

#### Marcus Lee

From:

Michael Sellens

Sent:

Friday, March 11, 2016 5:15 PM

To:

Marcus Lee

Subject:

FW: Flight reservation (R8BUCR) | 14MAR16 | SMF-SNA | Freese/David

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]

Sent: Friday, March 11, 2016 11:27 AM
To: Michael Sellens <msellens@cfsa.org>

Subject: Flight reservation (R8BUCR) | 14MAR16 | SMF-SNA | Freese/David

Thanks for choosing Southwest® for your trip.

	Ī					Log in   V	iew my itinerary
Check In Online		Check Fligh Status		hange Flight	Special Offers	Hotel Offers	Car Offers
							i.
Ready for	takeot	fl					
Tha kno	nks for ch w about ye	oosing Southwe our reservation I	est® for your trip. below. Happy trav	You'll find everyt	hlng you need to		
Air Itine	erarv						
AIR Confirm	7	R8BUCR		Confirma	tion Date: 03/11/20 <sup>-</sup>	16	
Passenger(s)	R	apid Rewards t	# Ticket#	Expiration	Est. Points Earned		
FREESE/DAVID	33	7987344	526219141411	5 Mar 11, 201	7 4184		
Rapid Rewards point account for the most	is earned are accurate tot	e only eatimates. Vi als - including A-Lis	isit your (MySouthwe st & A-List Preferred I	st, Southwest.com o bonus points.	r Rapid Rewards)		
Date	Flight	Departure/Ar	rival			1	
Mon Mar 14	3047	AM	NGE COUNTY/S		est Airlines at 10:55 (SNA) at 12:15 PM		**************************************
Date	Flight	Departure/Ar	rival			1	

Fri Mar 18	341 Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Sour Airlines at 2:25 PM Arrive in SACRAMENTO, CA (SMF) at 3:50 PM Trevel Time 1 hrs 25 mins Anytime	thwest
	Check in for your flight(s): 24 hours before your trip of 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.	on
	Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal are permitted as carryon items, free of charge.	
	30 minutes before departure: We encourage you to a in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding 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 least 10 minutes prior to your flight's scheduled depart time. If not, Southwest may cancel your reserved spac and you will not be eligible for denied boarding compensation,	ure
	If you do not plan to travel on your flight: In according 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 funds will be forfeited.	

Air Cost: 477.96

Fare Rule(s): 5262191414115: 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 SNA209.19YL WN SMF209.19YL 418.38 END ZPSMFSNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

Learn about our boarding process□		Learn about inflight WiFi & entertainment⊡					
Cost and Payment Summary							
AIR RBBUCR							
Base Fare	\$ 418.38	Payment Information					
Excise Taxes	\$ 31.38	Payment Type: Visa XXXXXXXXXXXXX737					
Segment Fee	\$ 8.00	Date: Mar 11, 2016					
Passenger Facility Charge	\$ 9.00	Payment Amount: \$477,66 4					
September 11th Security Fee	S 11.20	- 720,00					
Total Air Cost	\$ 477.96	- 224.88					

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Southwest Airlines P.O. Box 36647-1CR Dallas, TX 75235

Contact Us

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

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd. Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 02/19/2016 12:08 PM MELISSA

Loyalty Club:

6006637310286679

PLATINUM

Room #

324-A

Registered To:

Freese, David

(160) 207-6114

BW-REGULAR GUESTS 292 Shasta Drive

Vacaville, CA 95687

Conf #

111036

Arrival Departure

02/16/16

02/19/16

Room Type

KDZ-King - Business - N

Guests

2/0

Payment

Visa/Master

Acct

Posting Date	Oper	AcctCode	Description	From	Refer	ence	Amount
02/16/16	khaled	RC	ROOM CHARGE				\$119.99
02/16/16	khaled	9	ROOM TAX				·
02/16/16	khaled	91	CITY BIA				\$9.60
02/17/16	DEPALM	RC	ROOM CHARGE				\$3.60
02/17/16	DEPALM	9	ROOM TAX				\$119.99
02/17/16	DEPALM	91	CITY BÌA				\$9.60
2/18/16	DEPALM	RC	ROOM CHARGE				\$3.60
2/18/16	DEPALM	9	ROOM TAX				\$119.99
12/18/16	DEPALM	91	CITY BIA				\$9.60
02/19/16 MELISSA V5	PAYMENT VISA/MC		0686 -	916103	\$3.60 \$3 <del>9</del> 9.57-		
						Balance Due	\$0.00

THE UNDERSIGNED GUEST AGRÉES 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.

SAC. INTL AIRPORT 6900 AIRPORT BLVD 5ACRAMENTO, 95837

POF 521 Le 02/19/16 19:45 Receipt 001716

Short-term Parking Tkt GRE - No. 078698 02/16/16 05:11 02/19/16 19:45 Period 3d14h35' (Ust.) \$68 \$68.00

Total

\$68.00

Payment Received VISA XXXXXXXXXXXX0686 Auth. Co. 129154 168.00

Sub Total

\$68.00/4= 47.60

All Amounts in USD. SDeliv. Date=Receipt Date

116120003

#### **BEST WESTERN PLUS Newport Inn**

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020 05417@hotel.bestwestern.com

C/O 02/26/2016 12:20 PM MELISSA

Loyalty Club:

Registered To:

BYV-REGULAR GUESTS 292 Shasta Drive

Vacaville, CA 95687

02/25/16

02/26/16

DEPALM

MELISSA

91

V5

CITY BIA

PAYMENT VISA/MC

(160) 207-6114

Freese, David

6006637310286679

PLATINUM

Room #

223-A

Conf #

Arrival

111465 02/22/16

Departure

02/26/16

Room Type

BS-Business - Suite

Guests

2/0

Payment

0686 - 812263

Visa/Master

Acct

Posting Date	Орег	AcctCode	Description	From	Reference	Amount
02/22/16	khaled	RC	ROOM CHARGE			\$119.99
02/22/16	khaled	9	ROOM TAX			\$9.60
02/22/16	khaled	91	CITY BIA			\$3.60
02/23/16	khaleđ	RC	ROOM CHARGE			\$119.99
02/23/16	khaled	9	ROOM TAX			\$9.60
02/23/16	khaled	91	CITY BIA			\$3.60
02/24/16	DEPALM	RC	ROOM CHARGE			\$119,99
02/24/16	DEPALM	9	ROOM TAX			\$9.60
02/24/16	DEPALM	91	CITY BIA			\$3,60
02/25/16	DEPALM	RC	ROOM CHARGE			\$119.99
02/25/16	DEPALM	9	ROOM TAX			\$9.60

Balance Due \$0.00

50.00

74 = 312.93

\$3.60

\$532,76-

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.

SAC. ATL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

P5 386
02/26/16 14:02
Cashier 30
Receipt 027510

Short-term Parking Tkt
GRE - No. D23672
02/21/16 00:01
02/26/16 14:02
Period 5d14h2
Period 5d14h2
(Ust.)

Total

Payment Received
VISA
XXXXXXXXXXXXX0686
Auth. Co. 616220

Sub Total

ATI Amounts in USD.
Deliv. Date=Receipt Date



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

**DATE:** May 20, 2016

**FROM:** Gerardo Mouet, Board Chair

PRESENTATION BY: Gerardo Mouet, Board Chair

#### RECOMMENDATION

Information item only.

#### BACKGROUND

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

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



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9B

SUBJECT: Update on the City of Costa Mesa "Initiative to Require

**Voter Approval on Certain Development Projects**"

**DATE:** May 20, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

\_\_\_\_\_

#### RECOMMENDATION

Staff will research and report any updates around this initiative at the May Board Meeting.

#### 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 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 were 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.



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9C

SUBJECT: Board of Directors All Access Policy

**DATE:** May 20, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

#### **RECOMMENDATION**

At the Board of Directors' discretion.

#### BACKGROUND

At the April Board Meeting Vice Chair Berardino asked staff to agendize for discussion creating an all access policy for the Board of Directors.

To facilitate access for OCFEC Board members only to any year-round events or specific area(s) of OCFEC property staff recommends the following process:

- Enter through Gate 5 off of Arlington Avenue and proceed to the Safety & Security Office located on the left just inside Gate 5. If Gate 5 is closed, contact OCFEC Safety & Security Department at (714) 708-1588 to coordinate property access and entry.
- Safety & Security staff will assist with providing parking for board member's vehicle in appropriate areas based on property usage at the time of the visit.
- Board members will be asked to present their OCFEC issued Board of Directors
   I.D. card to confirm their identity if unknown to the Safety & Security staff
   member. Board ID cards will be issued annually to the board each January will
   have a photo of the current Director on the actual ID.
- OCFEC Safety & Security staff will advise visiting board members of current activities that may limit access to a certain area, i.e. year round events, construction, storage, high traffic or other areas that might be hazardous.
- OCFEC Safety & Security staff will escort visiting board members to assist with event entry, secured building entry and to assure that visiting board members do not enter potentially hazardous areas.
- In instances in which Board members wish to bring guests, arrangements for a site visit will need to be coordinated with the CEO.



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9D

SUBJECT: Approval to Release Master Plan, Request for Proposal

(RFP)

**DATE:** May 20, 2016

**FROM:** Ken Karns, VP Operations

**PRESENTATION BY:** Ken Karns, VP Operations

\_\_\_\_\_

#### RECOMMENDATION

Approve staff to release a Master Site Plan, Request for Proposal

#### BACKGROUND

In 2001 the OC Fair & Event Center started a Master Site Plan Request for Proposal process and in 2003 a Master Site Plan was approved by the Board of Directors. The Master Site Plan was a vision for the Fairgrounds for the next 10 to 12 years taking us to 2015

We will be reviewing the accomplishments of the Master Site Plan to see what is still relevant in today's world.

The anticipated timeline for the new Master Site Plan, Request for Proposal is to have the RFP in the market, on or around July 7, 2016 with an anticipated award date of October 17, 2016

The timeline was intentionally chosen to allow for prospective proponents to attend the 2016 Annual Fair.

We are looking forward to working with the Board of Directors and the Master Site Plan committee over the next 16 months on this exciting process, in addition this time is required to carry out a series of robust Stakeholder meetings. \$200,000.00 was approved in the current budget.

We see this undertaking as tremendously significant in providing a blueprint for the future of the OC Fair & Event Center.



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9E

SUBJECT: Discussion on Third Party Events

**DATE:** May 20, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

\_\_\_\_\_

#### RECOMMENDATION

Information Item

#### **BACKGROUND**

Board leadership has been working with staff to understand lessons learned around the Donald Trump Rally. Board Chair Mouet requested there be an opportunity for Board of Directors discussion around Board Policy and how it should align with OCFEC operational policies and procedures.

As a part of this ongoing discussion, staff is working with Board leadership to draft some operational policy and procedure language changes that will provide clarity around event booking guidelines to include but not limited to event risk assessment, establishing booking window guidelines and stakeholder involvement in high risk events.



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9F

SUBJECT: Discussion on Providing Concert Tickets and Business

**Development Dinners to Foundations and Volunteers** 

during Fair Time

**DATE:** May 20, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

#### RECOMMENDATION

Information item

#### **BACKGROUND**

Vice Chair, Berardino requested this item be placed on the agenda for Board of Directors discussion.

The applicable statutes and regulations do not prevent the 32nd DAA, as a state body, from distributing courtesy passes to community organizations or members that have provided or continue to provide something of value to the 32nd DAA (e.g., non-profit organizations, volunteers, etc

The 32nd DAA must maintain complete records of the number of credential and courtesy pass admissions which are issued for each fair period and must provide that information on an annual basis to the Department of Food & Agriculture. (Food & Agr. Code, § 3028).

Limitation on Number of Courtesy Fair Admission Tickets: Unpaid admissions fall into two primary categories: credential admissions and courtesy pass admissions.

Section 3026 of the Food & Agricultural Code limits the number of courtesy fair admission tickets that can be distributed by the 32nd DAA. Specifically, the total number of courtesy fair admission tickets issued by the 32nd DAA cannot exceed four percent (4%) of the quantity of gross paid admissions to the OC Fair in the preceding calendar year.

Note that Section 3026 does not limit the number of credential fair admission tickets that can be issued by the 32nd DAA. Credential admissions may be authorized by the Board of Directors when a service necessary for the conduct of the fair is rendered by the person admitted without charge. (Food & Agr. Code, § 3003.) The individuals, associations, or other bodies that may receive credential admissions are listed in Sections 3023 and 3024 of the Food and Agricultural Code, and include employees, concessionaires, exhibitors, event participants, public health or safety officials, utility repair personnel, and state officials acting the performance of their duty.



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9G

SUBJECT: Discussion on Political Campaigning during Fair Time

**DATE:** May 20, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

#### RECOMMENDATION

Information Item

#### **BACKGROUND**

Each year as part of an area within the Fair called OC Connections, nonprofits, community resources and political parties have an opportunity to have a booth during the Fair.

In light of a very unique political landscape this year and to ensure the ongoing safety of fair goers staff would like to work with the Board Chair and Vice Chair to meet with exhibitors to develop some mutually agreeable standards of conduct and exhibit guidelines for the OC connections area.



MEETING DATE: MAY 26, 2016 ITEM NUMBER: 9H

SUBJECT: Proposal to Establish an OCFEC Scholarship Program

**Honoring Employees that have Passed Away While in** 

**Service** 

**DATE:** May 20, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

\_\_\_\_\_

#### RECOMMENDATION

To approve the development of an OCFEC Scholarship program.

#### BACKGROUND

The OC Fair & Event Center is interested in formalizing funding for setting up scholarship funds for students in the names of staff who have passed away while employed with us. We currently have one "informal" scholarship program that uses money put aside from staff recycling where Fair-time students can participate. It is a small token, and we see a need to expand this into a more robust program that will provide funds to help more students.

In order to accomplish this, we will call upon our foundations and non-profit partners, as well as Board support as we, as a state agency, are unable to contribute funds. We have had about 5 employees that have passed while employed with us. We would like to create a scholarship in each of their names.