



*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, October 27, 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

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

**32<sup>nd</sup> DAA Counsel**  
Josh Caplan  
Office of the California Attorney General

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

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

## **AGENDA**

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

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

### **2. THE MISSION OF OC FEC 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 September 22, 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-241-16MS; SA-242-16YR

B. Amendments: SA-01-16PA (Amend. #1); SA-21-13AM (Amend. #3);  
SA-260-13CS (Amend. #2); SA-077-16YR (Amend. #1)

C. Rental Agreements: R-111-16; R-125-16; R-138-16; R-143-16; R-148-16; R-149-16; R-151-16; R-152-16; R-158-16; R-159-16; R-160-16; R-161-16; R-162-16; R-164-16; R-166-16; R-167-16; R-169-16; R-170-16; R-001-17; R-004-17; R-005-17; R-015-17; FT-062-16

D. Active Joint Powers Authority Agreements: None

E. Commercial Rental Agreements : 16010; 16094; 16095; 16160; 16194; 16199; 16228; 16248; 16249; 16250; 16251; 16252; 16253; 16254; 16255; 16256; 16257; 16258; 16259; 16260; 16261; 16262; 16263; 16264; 16265; 16266

F. Concession Rental Agreements: 16578

G. Independent Amusement Rental Agreements : 16649

H. Platinum Rental Agreements : 16701; 16715; 16716; 16717; 16733; 16737

I. Correspondence:

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

i. none.

*-End of Consent Calendar-*

## **9. GOVERNANCE PROCESS**

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

Information Item

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

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Financial Monitoring Committee (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. Master Site Plan 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. Review and Approve the Appointment of the Board Chair to serve on behalf of the 32<sup>nd</sup> District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections**  
Action Item

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

**D. Information Request Regarding Western Fairs Association**  
Action Item

**E. 2016 OC Fair Profit and Loss Statement**  
Information Item

**F. Board of Directors Nominating Task Force Recommendation and Election of Board Officers**  
Action Item

**G. Request to Move December Board Meeting**  
Action Item

## **10. CLOSED SESSION (Closed to the Public)**

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

B. Personnel: The Board will meet in closed session to consider the evaluation of performance of the General Manager / CEO. [Gov. Code, § 11126, subd. (a).]

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

**\*\*\*\*\*LUNCH BREAK – 45 MINUTES\*\*\*\*\***

**12. BOARD OF DIRECTORS GOVERNANCE TRAINING & TEAM BUILDING**

**13. NEXT BOARD MEETING: NOVEMBER 17, 2016**

**14. ADJOURNMENT**

Respectfully submitted,

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

Kathy Kramer CFE, CMP  
Secretary-Treasurer  
Chief Executive Officer, OC FEC

Date of notice: 4:00 p.m. October 17, 2016



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

Balance Sheet

Accounts Payable increased and remains high due to Fair-related expenses not yet paid.

Income Statement

August 2016 year-to-date revenues exceed expenses by \$10.3MM, which is favorable to the budgeted net proceeds of \$2.6MM by \$7.7MM.

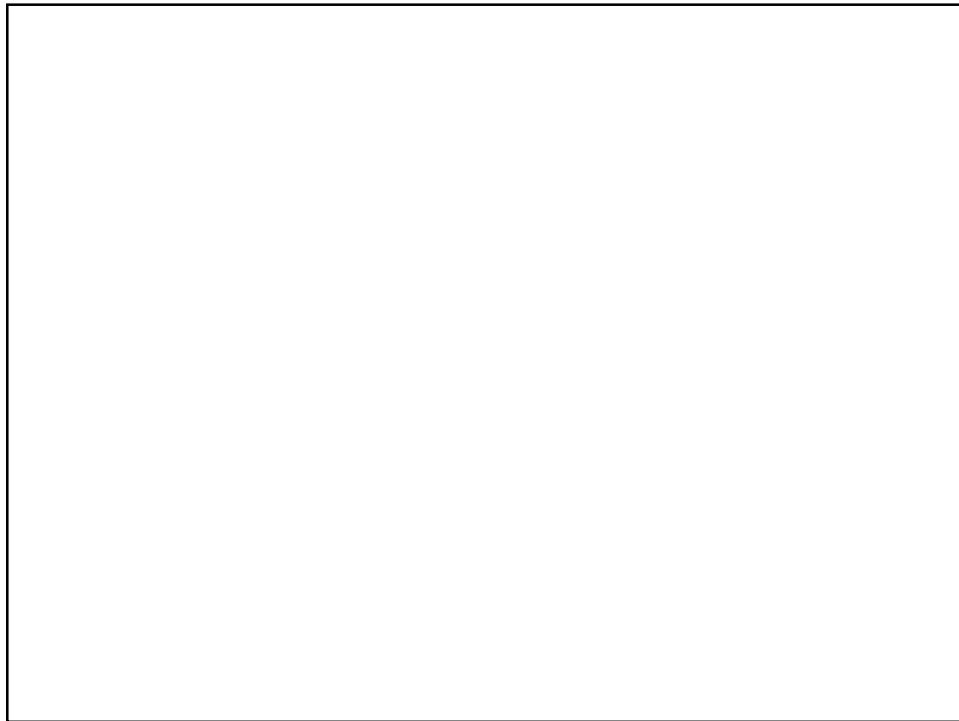
Total year-to-date revenues of \$40.3MM are favorable to budget by \$2.8MM primarily due to favorable performance of the 2016 Fair and other year round events.

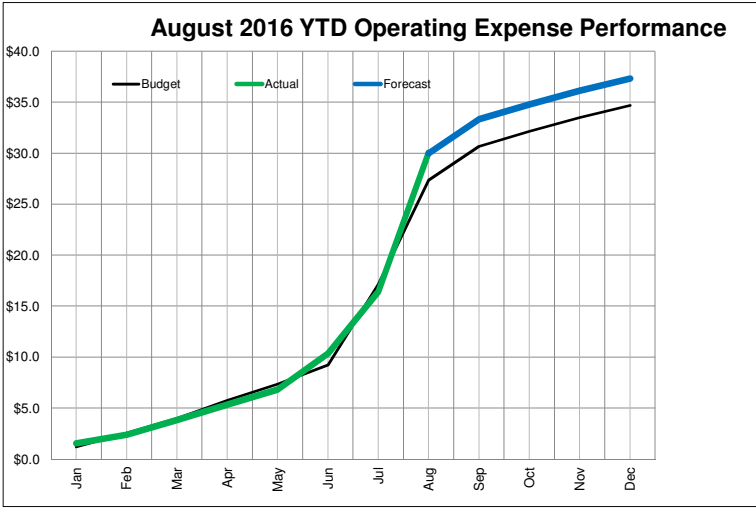
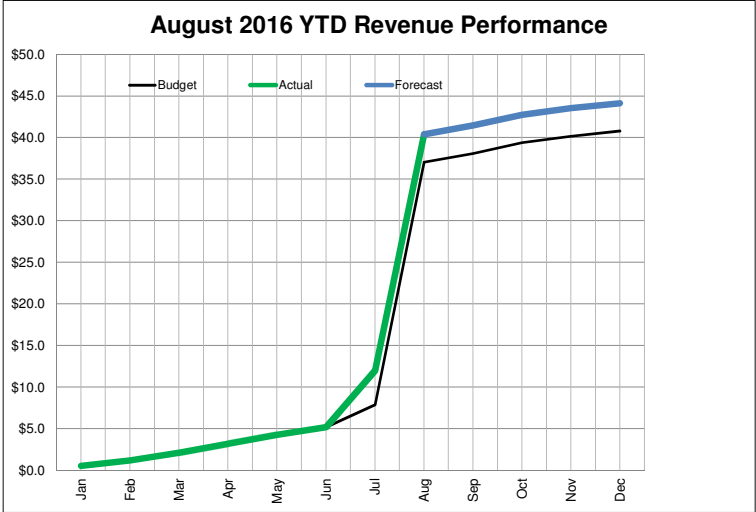
Total year-to-date operating expenses of \$27.8MM are unfavorable compared to budget by \$555K. Expenses for Supplies, Maintenance and Equipment categories were above budgeted amounts, while Payroll and Related expenses were favorable to budget.

Statement of Cash Flows

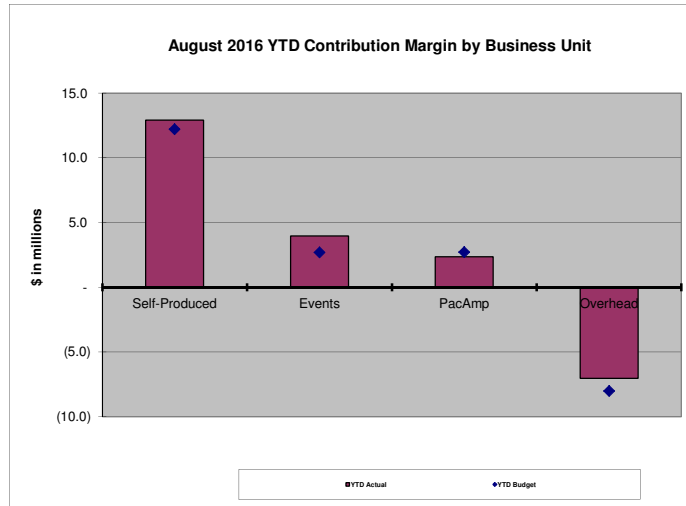
As of August 31, 2016, OC FEC's cash on hand is \$49MM, an increase of \$16MM during 2016. Operating activities have resulted in a net cash inflow of \$20.6MM to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$5MM to date.

32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of August 31, 2016



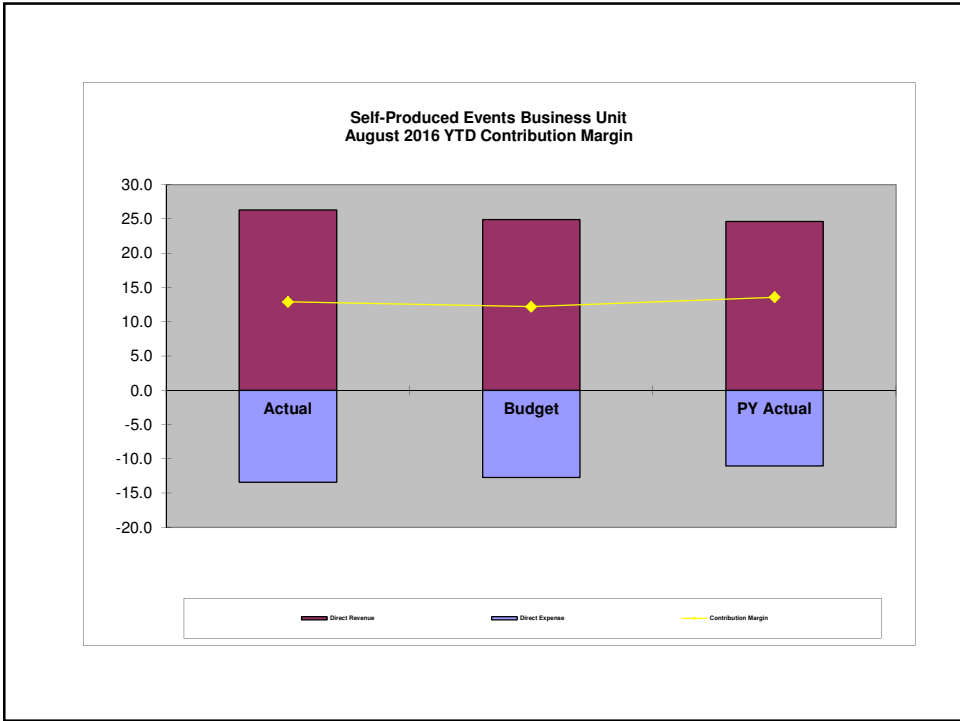






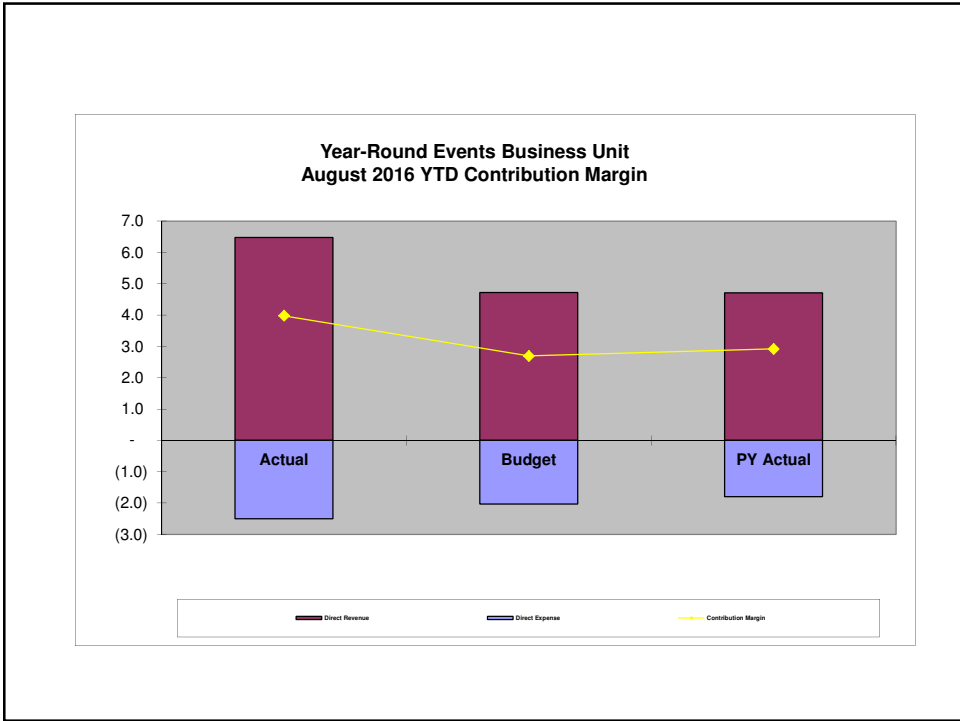
**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of August, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	12.9	12.2	13.6	10.6
Events Business Unit	4.0	2.7	2.9	4.7
Pacific Amphitheatre Business Unit	2.4	2.7	1.3	2.6
<b>Total Business Unit Contribution Margin</b>	<b>19.3</b>	<b>17.6</b>	<b>17.8</b>	<b>17.9</b>
Net Overhead Expense (Cash)	(7.0)	(8.0)	(6.5)	(12.5)
<b>Net Cash Provided (Used) Subtotal</b>	<b>12.2</b>	<b>9.6</b>	<b>11.3</b>	<b>5.4</b>
Major Projects	(0.3)	(0.7)	(0.2)	(0.7)
Capital Expenditures	(5.0)		(3.2)	
Balance Sheet Changes	8.4		4.4	
<b>Net Increase (Decrease) in Cash</b>	<b>15.4</b>	<b>8.9</b>	<b>12.3</b>	<b>4.7</b>



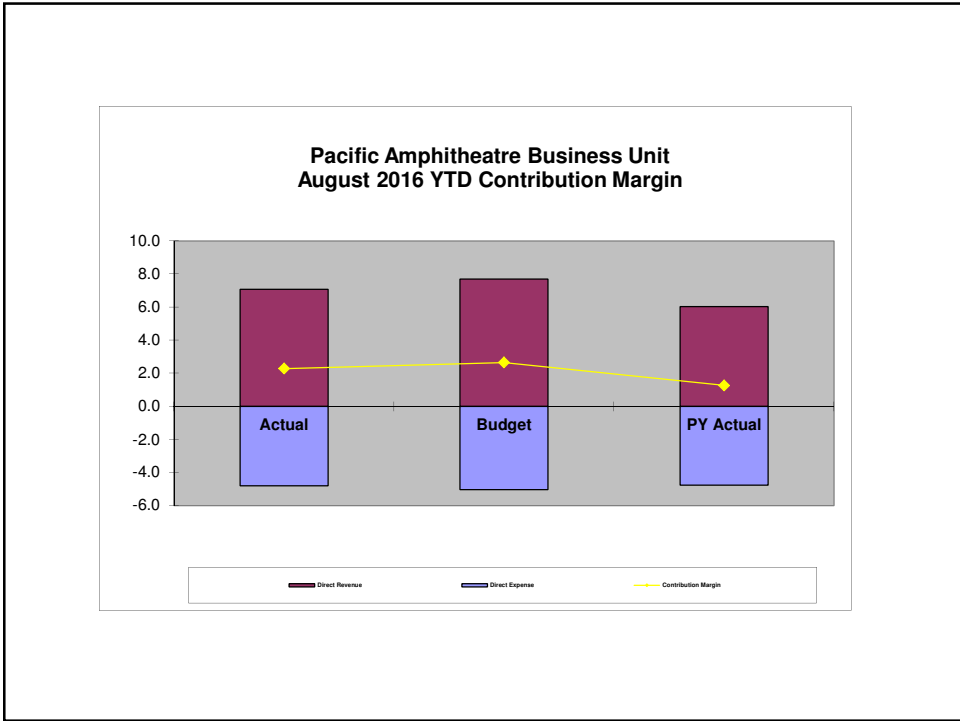
**Self-Produced Events Business Unit  
Contribution Margin Statement  
Year to Date as of August, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Admissions	\$8.4	\$8.3	\$8.0	\$8.3
Concessions	7.6	6.6	6.5	6.6
Carnival	3.8	3.6	3.1	3.6
Sponsorships	1.7	1.7	1.8	1.7
Commercial Space	1.5	1.5	1.5	1.5
Parking	2.3	2.3	2.6	2.3
Other Revenue	1.0	1.0	1.1	1.0
<b>Total Direct Revenue</b>	<b>26.3</b>	<b>24.9</b>	<b>24.6</b>	<b>24.9</b>
Payroll/Related	4.2	4.5	3.9	5.2
Outside Services	1.9	2.0	1.1	2.2
Marketing/Related	1.6	1.3	1.2	1.6
Supplies/Equipment/Rentals	2.6	2.1	2.2	2.5
Attractions	1.2	1.1	1.0	1.1
Other Expense	2.0	1.7	1.6	1.7
<b>Total Direct Expense</b>	<b>13.4</b>	<b>12.7</b>	<b>11.0</b>	<b>14.4</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$12.9</b>	<b>\$12.2</b>	<b>\$13.6</b>	<b>\$10.6</b>



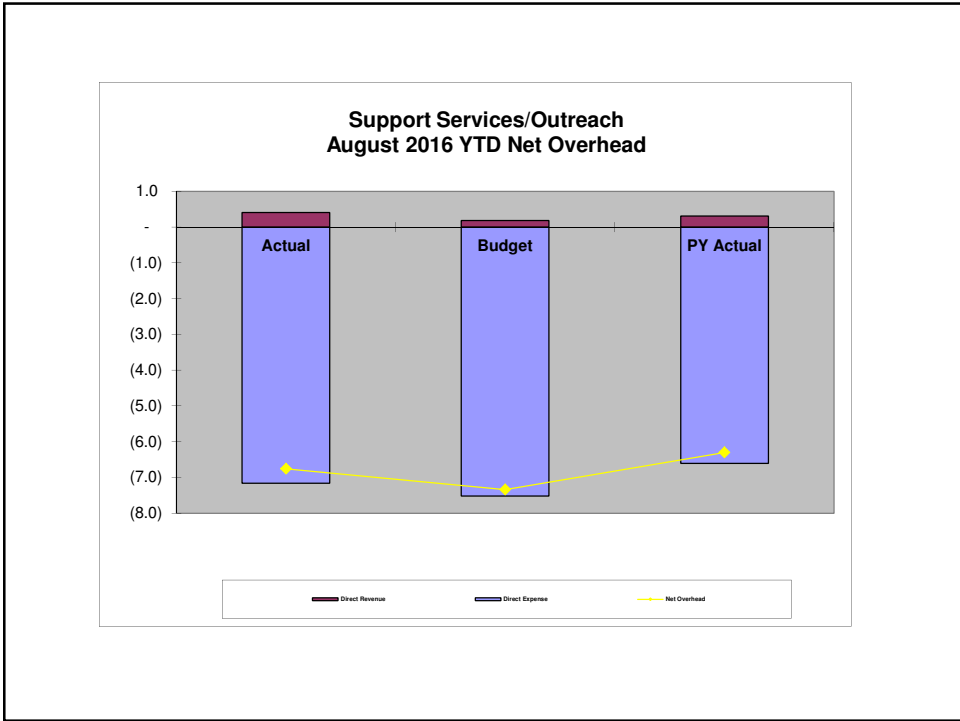
**Year-Round Events Business Unit  
Contribution Margin Statement  
Year to Date as of August, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Rental of Facilities	\$2.1	\$1.9	\$2.0	\$3.3
Personnel Services	0.9	0.7	0.7	1.1
Concessions	0.6	0.5	0.5	0.9
Equipment Rentals	0.4	0.3	0.4	0.5
Admissions/Parking	1.4	1.2	1.1	1.9
Other Revenue	<u>0.9</u>	<u>0.0</u>	<u>0.0</u>	<u>0.1</u>
Total Direct Revenue	6.5	4.7	4.7	7.8
Payroll/Related	1.4	1.5	1.2	2.2
Outside Services	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.3	0.3	0.3	0.4
Marketing/Related	0.1	0.0	0.0	0.1
Other Expense	<u>0.5</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Total Direct Expense	2.5	2.0	1.8	3.1
Contribution to Overhead and CapEx	<u>\$4.0</u>	<u>\$2.7</u>	<u>\$2.9</u>	<u>\$4.7</u>



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

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Ticket Sales	\$5.4	\$5.7	\$4.5	\$5.7
Facility Fee	0.8	0.8	0.7	0.8
Concessions	0.2	0.5	0.5	0.5
Parking	0.6	0.5	0.2	0.5
Sponsorship	0.0	0.1	0.0	0.1
Other Revenue	0.1	0.1	0.1	0.1
<b>Total Direct Revenue</b>	<u>7.1</u>	<u>7.7</u>	<u>6.0</u>	<u>7.7</u>
Performers' Fees	3.1	3.4	3.2	3.4
Outside Services	0.6	0.4	0.5	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.6	0.6	0.6	0.6
Payroll/Related	0.1	0.2	0.1	0.2
Other Expense	0.2	0.2	0.2	0.2
<b>Total Direct Expense</b>	<u>4.8</u>	<u>5.0</u>	<u>4.8</u>	<u>5.1</u>
<b>Contribution to Overhead and CapEx</b>	<u><u>\$2.3</u></u>	<u><u>\$2.6</u></u>	<u><u>\$1.3</u></u>	<u><u>\$2.5</u></u>



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

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Interest	\$0.1	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.1	\$0.2	\$0.1
Total Revenue	\$0.4	\$0.2	\$0.3	\$0.3
Payroll/Related	\$4.5	\$4.9	\$4.2	\$7.2
Facility/Related	\$1.1	\$1.3	\$1.2	\$3.1
Supplies/Telephone/Postage	\$0.6	\$0.6	\$0.6	\$0.8
Outside Services	\$0.4	\$0.3	\$0.2	\$0.4
Insurance	\$0.3	\$0.2	\$0.3	\$0.3
Other Expense	\$0.3	\$0.2	\$0.1	\$0.3
Total Expense	\$7.2	\$7.5	\$6.6	\$12.1
Net Overhead	(\$6.8)	(\$7.3)	(\$6.3)	(\$11.8)
Major Projects	\$0.3	\$0.7	\$0.2	\$0.7
Non-Cash Expenses:				
Depreciation Expense	\$1.9	\$1.9	\$1.6	\$2.8
Total Non-Cash Expense	\$1.9	\$1.9	\$1.6	\$2.8

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

	2016	2015
<b>Assets</b>		
Cash	\$ 18,384,958	\$ 7,320,460
Investments	30,829,274	33,996,028
Accounts Receivable	916,435	1,589,701
Reserve for Bad Debt	(18,283)	(11,850)
Notes Receivable	-	-
Prepaid Expenses	186,423	147,370
<b>Total Assets</b>	<b>50,298,807</b>	<b>43,041,709</b>
Capital Projects in Process	5,278,640	15,386,318
Land	133,553	133,553
Buildings and Improvements	44,842,258	31,496,456
Equipment	295,052	334,293
<b>Total Capital</b>	<b>50,549,503</b>	<b>47,350,620</b>
<b>Total Assets</b>	<b>\$ 100,848,310</b>	<b>\$ 90,392,329</b>
<b>Liabilities</b>		
Accounts Payable	\$ 8,197,443	\$ 4,617,721
Deferred Revenue	525,747	1,229,771
Payroll Liabilities	949,007	609,198
Deposits	505,033	30,000
Other Liabilities	436,674	-
Compensated Absences Liability	935,843	962,269
<b>Total Liabilities</b>	<b>11,549,747</b>	<b>7,448,959</b>
<b>Net Resources</b>		
Investment in Capital Assets	50,549,503	47,350,620
Net Resources - Designated Use	859,341	809,341
Net Resources - Available for Operations	27,521,534	25,086,200
Net Resources - Auction Fund	13,921	20,981
	78,944,299	73,267,142
Net Proceeds from Operations	10,354,264	9,676,227
<b>Total Net Resources</b>	<b>89,298,563</b>	<b>82,943,369</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 100,848,310</b>	<b>\$ 90,392,328</b>

**32nd D A A - OC Fair & Event Center  
Statement of Operations (Unaudited)  
For the Eight Months Ended August 31, 2016 and 2015**

	2016 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2015 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2016 Budget
<b>Revenues</b>								
Admissions to Grounds	\$ 10,492,464	\$ 10,119,050	\$ 373,414	3.7%	\$ 9,771,872	\$ 720,592	7.4%	\$ 10,119,050
Commercial Space Rental Revenue	1,480,745	1,496,100	(15,355)	-1.0%	1,452,305	28,440	2.0%	1,496,100
Carnival and Concessions Revenue	11,725,964	10,709,272	1,016,692	9.5%	10,125,454	1,600,510	15.8%	10,709,272
Exhibits Revenue	86,807	113,702	(26,895)	-23.7%	104,293	(17,486)	-16.8%	116,685
Attractions Revenue	5,187,816	4,972,265	215,551	4.3%	3,948,314	1,239,502	31.4%	4,972,265
Miscellaneous Revenue	5,177,967	5,148,387	29,580	0.6%	5,212,206	(34,239)	-0.7%	5,153,854
<b>Total OCFEC-Produced Event Revenue</b>	<b>34,151,763</b>	<b>32,558,776</b>	<b>1,592,986</b>	<b>4.9%</b>	<b>30,614,444</b>	<b>3,537,319</b>	<b>11.6%</b>	<b>32,567,226</b>
Facility Rental Revenue	2,127,746	1,913,546	214,200	11.2%	1,962,852	164,894	8.4%	3,296,876
Other Event Revenue	3,604,809	2,938,471	666,338	22.7%	2,784,130	820,679	29.5%	4,638,970
Equestrian Center Revenue	81,528	69,700	11,828	17.0%	69,309	12,219	17.6%	106,600
Other Operating Revenue	187,151	41,734	145,417	348.4%	74,513	112,638	151.2%	57,045
<b>Total Rental Revenue</b>	<b>6,001,234</b>	<b>4,963,451</b>	<b>1,037,783</b>	<b>20.9%</b>	<b>4,890,804</b>	<b>1,110,430</b>	<b>22.7%</b>	<b>8,099,491</b>
Interest Earnings	110,443	57,800	52,643	91.1%	55,813	54,630	97.9%	86,700
Grants	8,970	30,000	(21,030)	-70.1%	6,472	2,498	38.6%	45,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	112,500	-	112,500	N/A	112,528	(28)	0.0%	-
Prior Year Revenue	2,191	-	2,191	N/A	333	1,858	558.1%	-
<b>Total Non-Operating Revenue</b>	<b>234,104</b>	<b>87,800</b>	<b>146,304</b>	<b>166.6%</b>	<b>175,145</b>	<b>58,958</b>	<b>33.7%</b>	<b>131,700</b>
<b>Total Revenue</b>	<b>\$ 40,387,101</b>	<b>\$ 37,610,027</b>	<b>\$ 2,777,073</b>	<b>7.4%</b>	<b>\$ 35,680,393</b>	<b>\$ 4,706,708</b>	<b>13.2%</b>	<b>\$ 40,798,417</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 10,122,169	\$ 11,058,868	\$ 936,699	8.5%	\$ 9,464,984	\$ (657,185)	-6.9%	\$ 14,780,871
Professional Services Expense	3,092,784	2,874,051	(218,733)	-7.6%	1,974,498	(1,118,286)	-56.6%	3,337,897
Directors Expense	10,561	10,333	(228)	-2.2%	10,112	(449)	-4.4%	15,500
Insurance Expense	284,751	209,057	(75,695)	-36.2%	305,985	21,234	6.9%	312,390
Telephone & Postage Expense	134,162	111,975	(22,187)	-19.8%	103,281	(30,881)	-29.9%	168,109
Supplies and Equipment Expense	3,804,798	3,285,680	(519,118)	-15.8%	3,299,017	(505,781)	-15.3%	3,868,536
Facility and Related Expense	2,780,054	2,697,392	(82,661)	-3.1%	2,544,638	(235,415)	-9.3%	4,643,356
Publicity & Related Expense	1,958,941	1,667,311	(291,630)	-17.5%	1,564,176	(394,765)	-25.2%	2,100,165
Attractions Expense	4,666,801	4,526,949	(139,852)	-3.1%	4,184,730	(482,072)	-11.5%	4,548,679
Other Self-Prod Event Expense	301,935	250,172	(51,763)	-20.7%	276,350	(25,585)	-9.3%	250,172
Premium Expense	117,294	112,336	(4,958)	-4.4%	104,743	(12,551)	-12.0%	117,004
Other Operating Expense	582,684	497,778	(84,907)	-17.1%	343,244	(239,441)	-69.8%	548,903
<b>Total Operating Expense</b>	<b>27,856,936</b>	<b>27,301,903</b>	<b>(555,033)</b>	<b>-2.0%</b>	<b>24,175,759</b>	<b>(3,681,177)</b>	<b>-15.2%</b>	<b>34,691,583</b>
Depreciation Expense	1,876,054	1,874,736	(1,318)	-0.1%	1,592,753	(283,301)	-17.8%	2,812,104
Major Projects	270,437	681,000	410,563	60.3%	214,614	(55,823)	-26.0%	681,000
Carnival Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	29,409	-	(29,409)	N/A	21,040	(8,370)	N/A	-
<b>Total Non-Operating Expense</b>	<b>2,175,900</b>	<b>2,555,736</b>	<b>379,836</b>	<b>14.9%</b>	<b>1,828,407</b>	<b>(347,493)</b>	<b>-19.0%</b>	<b>3,493,104</b>
<b>Total Expense</b>	<b>\$ 30,032,836</b>	<b>\$ 29,857,639</b>	<b>\$ (175,198)</b>	<b>12.8%</b>	<b>\$ 26,004,166</b>	<b>\$ (4,028,670)</b>	<b>-34.2%</b>	<b>\$ 38,184,687</b>
<b>Net Proceeds</b>	<b>\$ 10,354,264</b>	<b>\$ 7,752,389</b>	<b>\$ 2,601,876</b>	<b>33.6%</b>	<b>\$ 9,676,227</b>	<b>\$ 678,037</b>	<b>7.0%</b>	<b>\$ 2,613,730</b>

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

**Statement of Cash Flows (Unaudited)  
For the Eight Months Ended August 31, 2016 and 2015**

	<b>2016</b>	<b>2015</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Excess of Expenses Over Revenues:	<u>\$ 10,354,264</u>	<u>\$ 9,676,227</u>
Adjustment to Reconcile Excess of Expenses Over Revenue to Net Cash Provided by Operating Activities:		
Non-Cash Charges to Net Income		
Depreciation Expense	1,876,054	1,592,753
(Increase) Decrease in Current Assets		
Accounts Receivable	(617,390)	(979,570)
Other Assets	86,318	(128,571)
Increase (Decrease) in Current Liabilities		
Accounts Payable	7,588,878	4,217,602
Deferred Revenue	313,388	975,133
Other Liabilities	1,055,824	295,309
Total Adjustments	<u>10,303,072</u>	<u>5,972,656</u>
<b>Net Cash Provided (Used) by Operating Activities</b>	<u><b>20,657,336</b></u>	<u><b>15,648,883</b></u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
(Increase) Decrease in Capital Projects in Progress	(5,011,763)	(3,151,726)
(Increase) Decrease in Building & Improvements	8,861	0
(Increase) Decrease in Equipment	(17,722)	0
<b>Net Cash Provided (Used) by Investing Activities</b>	<u><b>(5,020,624)</b></u>	<u><b>(3,151,726)</b></u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
<b>Net Cash Provided (Used) by Financing Activities</b>	<u><b>0</b></u>	<u><b>0</b></u>
<b>NET INCREASE (DECREASE) IN CASH</b>	15,636,712	12,497,157
Cash and Cash Equivalent - Beginning of Year	<u>33,577,520</u>	<u>28,819,331</u>
<b>Cash and Cash Equivalent - End of Period</b>	<u><b>\$ 49,214,232</b></u>	<u><b>\$ 41,316,488</b></u>



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

**August 31, 2016**

<u>Description</u>	<u>2016 Budget</u>	<u>2016 Spent</u>	<u>2016 Budget Remaining</u>
<b>Buildings and Improvements</b>			
Pac Amp Renovation	0	3,087	(3,087)
AG Memorial	75,000	1,314	73,686
Arena: RR Trailer Remodel	0	12,202	(12,202)
ASA: Re-Roof & Structure Repair	210,000	559,301	(349,301)
Century Barn Replacement	180,000	13,573	166,427
Gate 2: Drive Lane Asphalt	150,000	156,123	(6,123)
Lot B: Slurry & Stripe	350,000	363,543	(13,543)
Lot C: Slurry & Stripe	100,000	113,543	(13,543)
Lot D: Seal & Stripe	100,000	113,543	(13,543)
Pac Amp: Fall Protection System	0	1,265	(1,265)
Pac Amp: Seat Replacement	1,200,000	995,442	204,558
Heroes Hall	3,120,000	2,079,560	1,040,440
Parking: Signage	80,000	0	80,000
Exterior RR Countertop Replacement	0	4,755	(4,755)
Bldg 10: Roof	300,000	0	300,000
Bldg 10: HVAC	307,000	0	307,000
Bldg 12: Gutter Installation	20,000	16,428	3,572
Bldg 14: Roof	50,000	0	50,000
Cent Farm: Pipe Corral	80,000	0	80,000
Event Ops: Paneling	13,000	12,985	15
Gate 10: Asphalt Repair	40,000	0	40,000
Grnds: Asphalt Repairs	200,000	76,845	123,155
Landscape Layout Redesign	75,000	47,501	27,499
Livestock Judging Arena Project	70,000	84,555	(14,555)
Pac Amp: RR Doors Roll Up	20,000	0	20,000
Parking Lot: LED Conversion	140,000	37,225	102,775
Pit Stop Grill: Electrical Upgrade	20,000	0	20,000
Plaza Pacifica: Turf	65,000	7,567	57,433
Plaza Pacifica: Asphalt Festival Area	30,000	0	30,000
Plaza Pacific: Soffit Lobby Doors	15,000	0	15,000
Plaza Pacifica: Asphalt Lower Level	170,000	0	170,000
Promenade: Light Tower Power	9,000	4,500	4,500
Ranch/Lvstck: Asphalt Repair	65,000	0	65,000
Ranch: Asphalt Dirt Road	25,000	0	25,000
Plaza Pacifica: Shot-Crete Wall Skim Coa	25,000	0	25,000
Landscape: Planter Bed	15,000	0	15,000
Pac Amp: Slurry	18,000	10,187	7,813
<b>Total Buildings and Improvements</b>	<b>7,337,000</b>	<b>4,715,045</b>	<b>2,621,955</b>

**Carnival Improvements**

Family Fairway: Artificial Turf	100,000	0	100,000
Light Tower	0	(4,005)	4,005
Lot G: Asphalt Repair/Replace/Slurry/Str	250,000	0	250,000
Carnival: Asphalt Repair / Seal	170,000	0	170,000
Carnival Electrical	0	70,342	(70,342)
<b>Total Carnival Improvements</b>	<b>520,000</b>	<b>66,337</b>	<b>453,663</b>

**Equipment**

Action Sports Arena	0	0	0
Hangar	0	0	0
Pacific Amphitheatre	0	0	0
Community Relations Cart	0	0	0
Carts: Box Office Passenger	0	0	0
Portable Generator - Emergency Backup	120,000	0	120,000
Admin: Generator	250,000	0	250,000
Adobe Creative Cloud	20,000	18,168	1,832
Event Ops: Carts (3)	15,000	0	15,000
Exhibit Equipment	60,000	31,091	28,909
Maint: Forklift	90,000	32,989	57,011
Maint: Scissor Lift	40,000	38,432	1,568
Gate Ops: Magnetometers	80,000	73,939	6,061
Parking: Portable Light Tower	8,500	0	8,500
Portable Electric Panels (6)	30,000	0	30,000
Traffic Rated Lids	38,000	3,792	34,208
Cart: Parking Sales	0	9,013	(9,013)
Cart: Community Relations	0	10,839	(10,839)
Cart: Event Sales Services	0	9,013	(9,013)
Folder/Inserter	0	11,969	(11,969)
<b>Total Equipment</b>	<b>751,500</b>	<b>239,243</b>	<b>512,258</b>

**Total Capital Expenditures**

<b>8,608,500</b>	<b>5,020,624</b>	<b>3,587,876</b>
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**Major Projects**

ASA: Painting	180,000	161,879	18,121
Chair Dolly Carts (4)	6,000	3,258	2,742
Computers (7)	21,000	20,549	451
Fence: Paint Perimeter Green	24,000	0	24,000
Maint: Dumpsters (10) 2 1/2 Yard	32,000	13,023	18,977
Master Plan	200,000	0	200,000
Pac Amp: Paint Sound Walls Blue	75,000	0	75,000
Picnic Tables (25)	15,000	21,600	(6,600)
Recycle Cans	20,000	18,828	1,172
Steel Foot Bridges	7,000	7,000	0
Spectra: Kitchen Canopy	75,000	0	75,000
Umbrellas (125)	26,000	24,300	1,700
<b>Total Major Projects</b>	<b>681,000</b>	<b>270,437</b>	<b>410,563</b>

**Total Capital Expenditures & Major Projects**

<b>9,289,500</b>	<b>5,291,061</b>	<b>3,998,439</b>
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**OC Fair & Event Center  
Accounts Payable Checks Summary  
July 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79510	7/6/2016	Jose Flores	136.34
79511	7/6/2016	Lucky 13 Sweets & Treats	946.00
79512	7/8/2016	Ineffable Music Group F/S/O/ The Expande	2,000.00
79513	7/8/2016	Ineffable Music Group, LLC/Collie Buddz	17,500.00
79514	7/8/2016	VOID	-
79515	7/8/2016	Katastro LLC	2,325.00
79516	7/8/2016	Ray Jr. LLC	13,950.00
79517	7/8/2016	Ricky Alaniz Jr.	3,487.50
79518	7/8/2016	VOID	-
79519	7/8/2016	VOID	-
79520	7/8/2016	VOID	-
79521	7/8/2016	Iration, LLC f/s/o Iration	40,000.00
79522	7/8/2016	VOID	-
79523	7/8/2016	Iration, LLC f/s/o Iration	40,000.00
79524	7/8/2016	VOID	-
79525	7/8/2016	VOID	-
79526	7/8/2016	VOID	-
79527	7/8/2016	VOID	-
79528	7/8/2016	Seedless Band	2,500.00
79529	7/12/2016	Belinda K. Belisle	100.00
79530	7/12/2016	Diana Sanders Cinamon	200.00
79531	7/12/2016	Felipa Hanson	100.00
79532	7/12/2016	Helen Koshak	100.00
79533	7/12/2016	Jere L. Rogal	100.00
79534	7/12/2016	Judy Nowland	100.00
79535	7/12/2016	Karen Krajzynski	100.00
79536	7/12/2016	Kathleen Smith	100.00
79537	7/12/2016	Laurie L. Stewart	100.00
79538	7/12/2016	Leslie Diane Davis	100.00
79539	7/12/2016	Linda Rasmussen	100.00
79540	7/12/2016	Lothar H. Vallot	200.00
79541	7/12/2016	Michael Payan	200.00
79542	7/12/2016	Polly Womack	100.00
79543	7/12/2016	Roseanne M. Bye	200.00
79544	7/12/2016	Rosemary Halvorson	100.00
79545	7/12/2016	Russell Davis	250.00
79546	7/12/2016	Sandra Cormaci-Boles	100.00
79547	7/12/2016	Shannon Wegener	100.00
79548	7/12/2016	Christine Tina Davidson	100.00
79549	7/12/2016	626 Night Market	5,284.00
79550	7/12/2016	Association of State CA Supervisors	144.00
79551	7/12/2016	American Express	398.62
79552	7/12/2016	AT&T	1,687.79
79553	7/12/2016	Brad's Concrete Cutting, Inc.	630.00
79554	7/12/2016	California Boring, Inc.	6,200.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79555	7/12/2016	California Fairs Financing Authority	455,796.34
79556	7/12/2016	California Fair Services Authority	2,095.72
79557	7/12/2016	California Fair Services Authority	6,330.00
79558	7/12/2016	CCS Orange County Janitorial, Inc.	4,883.70
79559	7/12/2016	CR&R Inc.	145.00
79560	7/12/2016	CR&A Custom, Inc.	5,550.16
79561	7/12/2016	DeltaCare USA	616.53
79562	7/12/2016	Delta Dental Plan Of California	4,911.37
79563	7/12/2016	Department of Forestry & Fire Protection	1,899.13
79564	7/12/2016	Edward Starnes	1,280.00
79565	7/12/2016	Elaine Kumamoto	530.00
79566	7/12/2016	Gilbert & Stearns, Inc.	22,320.00
79567	7/12/2016	GRAINGER	4,795.20
79568	7/12/2016	IUOE, Craft/Maint. Division	1,320.00
79569	7/12/2016	Jose Martinez Tree Service, Inc.	3,200.00
79570	7/12/2016	Joe A. Gonsalves & Son	5,000.00
79571	7/12/2016	Kaiser Permanente	40,367.42
79572	7/12/2016	Leslie Kristen Interiors, Inc.	11,818.53
79573	7/12/2016	Lisa Sexton	6,996.75
79574	7/12/2016	Lopez Works, Inc.	3,240.00
79575	7/12/2016	Marie Torres	124.49
79576	7/12/2016	Mesa Water District	17,904.18
79577	7/12/2016	Mission Paving and Sealing, Inc.	3,700.00
79578	7/12/2016	Modular Space Corporation / Modspace	1,203.65
79579	7/12/2016	Gravity Technologies Inc.	844.00
79580	7/12/2016	Orange County Treasurer-Tax Collector	23,870.03
79581	7/12/2016	Pacific Coast Shavings, Inc.	6,676.99
79582	7/12/2016	CA Public Employees Retirement System	49,317.72
79583	7/12/2016	Pinnacle Petroleum, Inc.	1,378.32
79584	7/12/2016	Platinum Resource Group	2,093.75
79585	7/12/2016	Pre-Fab Builders, Inc.	12,985.00
79586	7/12/2016	Red Wing Hatchery	120.60
79587	7/12/2016	Renewable Energy Advantage, Inc.	2,980.00
79588	7/12/2016	Ronald Wallace	55.20
79589	7/12/2016	Ryan Haag	15,795.00
79590	7/12/2016	Seating Component Manufacturing, Inc.	21,600.00
79591	7/12/2016	SEIU Local 1000 CA State Employees Asso.	1,652.88
79592	7/12/2016	Shamrock Group, Inc. dba Shamrock Paving	32,810.00
79593	7/12/2016	State Disbursement Unit	133.08
79594	7/12/2016	Talamantes Drum Co.	2,052.00
79595	7/12/2016	The Gas Company	467.24
79596	7/12/2016	Trojan Painting Professional	2,500.00
79597	7/12/2016	Walters Wholesale Electric Co.	26,270.43
79598	7/12/2016	W Brothers Landscape	4,688.00
79599	7/12/2016	West Coast Emergency Medical Services	2,428.75

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79600	7/12/2016	Willdan Geotechnical	11,237.00
79601	7/12/2016	Hellogoodbye, Inc.	15,000.00
79602	7/13/2016	Pacific Symphony	55,000.00
79603	7/13/2016	Three Dog Night	40,000.00
79604	7/15/2016	TMB Productions, LLC f/s/o STYX	75,000.00
79605	7/15/2016	International Speedway, Inc.	26,000.00
79606	7/15/2016	James Elliott Entertainment	3,500.00
79607	7/16/2016	Action Golf Cart Rentals	43,675.52
79608	7/16/2016	Aquatic Service, Inc.	250.00
79609	7/16/2016	Cathy Glasgow	25.00
79610	7/16/2016	California Fair Services Authority	56,870.59
79611	7/16/2016	Department of Justice	9,732.50
79612	7/16/2016	Katie Hastings	71.28
79613	7/16/2016	Lisa Costanzo	16.61
79614	7/16/2016	Mio Chen	19.53
79615	7/16/2016	Ricoh Americas Corporation	1,183.47
79616	7/16/2016	S & J Graphics	797.04
79617	7/16/2016	Sarah Breucop	238.70
79618	7/16/2016	State Disbursement Unit	331.00
79619	7/16/2016	Tyler Merati	50.54
79620	7/16/2016	VOID	-
79621	7/16/2016	International Speedway, Inc.	26,000.00
79622	7/16/2016	Robert Elfaizy	5,500.00
79623	7/16/2016	VOID	-
79624	7/16/2016	WALK ON TOURS, INC. F/S/O BOSTON	170,046.00
79625	7/17/2016	Bladerocker Entertainment, Inc.	1,600.00
79626	7/17/2016	Matt Marble F/S/O The Hula Girls	1,800.00
79627	7/17/2016	Le Clair and Bradley Enterprises	600.00
79628	7/17/2016	Music Zirconia, Inc.	2,500.00
79629	7/17/2016	PSYCHEDELIC FURS TOURING, INC.	45,000.00
79630	7/17/2016	Robert Byrnes	900.00
79631	7/17/2016	SEISMONOS, INC. f/s/o Ozomatli	17,500.00
79632	7/17/2016	The Church Band Pty, Ltd	15,750.00
79633	7/17/2016	JARC, LTD. f/s/o THE FIXX	20,000.00
79634	7/20/2016	Swedtunes Int'l Ent fso The Music ofABBA	4,410.00
79635	7/20/2016	Isotone Records LLC	2,500.00
79636	7/20/2016	Offspring, Inc. f/s/o The Offspring	195,000.00
79637	7/20/2016	VOID	-
79638	7/21/2016	Ladder Soul Touring LLC f/s/o Andy Gramm	80,000.00
79639	7/21/2016	Wildfire Touring, Inc. F/S/O Rachel Plat	70,000.00
79640	7/21/2016	VOID	-
79641	7/21/2016	VOID	-
79642	7/21/2016	VOID	-
79643	7/21/2016	Hotel California/A Salute to the Eagles	6,000.00
79644	7/22/2016	IAI Presentations, Inc.	38,325.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79645	7/22/2016	Matt Nathanson Touring, Inc.	65,000.00
79646	7/22/2016	Music Zirconia, Inc.	7,500.00
79647	7/22/2016	Unkommon, Inc. F/S/O Phillip Phillips	65,000.00
79648	7/22/2016	Robots, Etc. LLC	5,000.00
79649	7/22/2016	VOID	-
79650	7/22/2016	Jeffrey Larson	5,500.00
79651	7/22/2016	Jeffrey Larson	5,500.00
79652	7/22/2016	CWF, Inc. dba A1 Event & Party Rental	30,203.90
79653	7/22/2016	Andie's Toybox	5,200.00
79654	7/22/2016	Aquatic Service, Inc.	1,567.00
79655	7/22/2016	AT&T	35.19
79656	7/22/2016	C.M.A. Growers, Inc.	420.00
79657	7/22/2016	VOID	-
79658	7/22/2016	Coastline Advertising Corporation	22,000.00
79659	7/22/2016	Department of Justice	7,820.00
79660	7/22/2016	Department of Human Resources Cal HR	31.00
79661	7/22/2016	Global Tour Creatives, LLC	1,520.00
79662	7/22/2016	Haitbrink Asphalt Paving, Inc.	9,330.00
79663	7/22/2016	La Habra Fence Company. Inc.	3,574.00
79664	7/22/2016	Leslie Kristen Interiors, Inc.	23,020.54
79665	7/22/2016	Lisa Bonnett	475.70
79666	7/22/2016	Lisa Sexton	6,996.75
79667	7/22/2016	OC Weekly, LP	2,410.00
79668	7/22/2016	Patio Shoppers, Inc.	24,300.00
79669	7/22/2016	CA Public Employees Retirement System	5,570.29
79670	7/22/2016	Red Wing Hatchery	68.10
79671	7/22/2016	Showbiz, Inc.	19,103.56
79672	7/22/2016	Southwest Mobile Storage, Inc.	491.40
79673	7/22/2016	Spectra	678.17
79674	7/22/2016	Storyland Studios	30,033.08
79675	7/22/2016	United Rentals (North America), Inc.	4,023.68
79676	7/22/2016	Union of the Vietnamese Student Assoc	2,609.17
79677	7/22/2016	Verizon Wireless	1,908.96
79678	7/23/2016	Sweet & Tender Hooligans, LLC	7,500.00
79679	7/24/2016	Lori Antoinette	100.00
79680	7/24/2016	Maribeth McFaul	100.00
79681	7/24/2016	Shawnet Sweets	100.00
79682	7/24/2016	Bill Magee	4,000.00
79683	7/24/2016	Caitlin Lucia	1,750.00
79684	7/24/2016	Cavallo Equestrian Arts, LLC	40,920.00
79685	7/24/2016	VOID	-
79686	7/24/2016	Hapa World Music, LLC	9,300.00
79687	7/24/2016	Henry Schmoller	2,100.00
79688	7/24/2016	Flower Power Concerts, Inc.	63,659.00
79689	7/24/2016	Tupua Productions	750.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79690	7/24/2016	California Fair Services Authority	104.00
79691	7/24/2016	Clay Carlson	199.96
79692	7/24/2016	Elaine Kumamoto	91.86
79693	7/24/2016	Franchise Tax Board	172.48
79694	7/24/2016	Mary Stiefel-Smith	9.87
79695	7/24/2016	Showbiz, Inc.	82,590.99
79696	7/27/2016	Joel R. Stoltz	800.00
79697	7/27/2016	Music Zirconia, Inc.	5,500.00
79698	7/27/2016	NJ INC. F/S/O Frankie Valli & The Four S	125,000.00
79699	7/28/2016	Music Zirconia, Inc.	3,000.00
79700	7/28/2016	Smokin' Puss, Inc.	200,000.00
79701	7/29/2016	H. Powell Inc. f/s/o Chris Isaak	75,000.00
79702	7/29/2016	David M. L. Rosales	500.00
79703	7/29/2016	JT Enterprises	3,000.00
79704	7/29/2016	Ramon J. Rodarte	15,591.30
79705	7/29/2016	VOID	-
79706	7/29/2016	VOID	-
79707	7/29/2016	A&P Development & Construction, Inc.	52,197.70
79708	7/29/2016	ATI Architects and Engineers	16,350.00
79709	7/29/2016	California Fairs Financing Authority	82,857.38
79710	7/29/2016	JRH Construction Company, Inc	573,639.45
79711	7/29/2016	Painting & Decor, Inc.	7,180.00
79712	7/29/2016	Willdan Geotechnical	2,674.50
79713	7/30/2016	AllWaysGoneTouringInc fso EarthWind&Fire	250,000.00
79714	7/30/2016	Lawrence Isenberg f/s/o Which One's Pink	6,000.00
79715	7/30/2016	Shades of Music Entertainment	9,565.16
79716	7/30/2016	Alexandra Martin	50.00
79717	7/30/2016	Allen Barr	121.28
79718	7/30/2016	Amy Jo Pedone	100.00
79719	7/30/2016	Barbara Des Rochers	100.00
79720	7/30/2016	Carla Merrigan-Ward	500.00
79721	7/30/2016	Clay Carlson	230.00
79722	7/30/2016	Francine Bradley	409.95
79723	7/30/2016	Hae Jung Cho	100.00
79724	7/30/2016	Jaime Farao	745.60
79725	7/30/2016	John Mendes	784.48
79726	7/30/2016	Judy Price	100.00
79727	7/30/2016	Kalise Bryant	75.00
79728	7/30/2016	Kimberly Garcia	100.00
79729	7/30/2016	Lauria Watts	200.00
79730	7/30/2016	Linda Amendt	100.00
79731	7/30/2016	Michael Adame	75.00
79732	7/30/2016	Steven D. Miller	382.00
79733	7/30/2016	Margaret Madden	100.00
79734	7/30/2016	Priscilla Mayfield	100.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79735	7/30/2016	Rachel Klemek	200.00
79736	7/30/2016	Spectra	249.48
79737	7/30/2016	Stephen Francis Daly	75.00
79738	7/30/2016	Susan Johnson	100.00
79739	7/30/2016	Terry Coakley	100.00
79740	7/30/2016	Christine Tina Davidson	100.00
79741	7/30/2016	Valerie Casey	100.00
79742	7/30/2016	Vivian Patterson	100.00
79743	7/30/2016	Roy Englebrecht Promotions	27,012.63
79744	7/31/2016	Common Sense Music, Inc.	1,500.00
79745	7/31/2016	CWV USA, Inc. F/S/O UB40 Feat. Ali Campb	75,000.00
79746	7/31/2016	James A. Xavier	2,250.00
79747	7/31/2016	Joseph Marley	2,790.00
79748	7/31/2016	Karen Barnard "Katie the Clown"	6,000.00
79749	7/31/2016	Mike Barnard "Tadpole the Clown"	6,000.00
79750	7/31/2016	Steve Monfort Sturgis (The Dogs)	5,050.00
79751	7/31/2016	Stickfigure Music LLC	15,000.00
79752	7/31/2016	The English Beat, LLC	11,250.00
79753	7/31/2016	Wimberley Bluegrass Band	1,750.00
79754	7/31/2016	VOID	-
79755	7/31/2016	Apex Motorsport Promotions, LLC	82,947.50
79756	7/31/2016	Action Golf Cart Rentals	21,837.76
79757	7/31/2016	Advanced Surfaces, Inc.	7,709.00
79758	7/31/2016	AT&T	76.50
79759	7/31/2016	BurrellesLuce	205.10
79760	7/31/2016	California Fair Services Authority	25,212.67
79761	7/31/2016	CCS Orange County Janitorial, Inc.	9,567.72
79762	7/31/2016	Department of Human Resources Cal HR	952.00
79763	7/31/2016	Haitbrink Asphalt Paving, Inc.	4,950.00
79764	7/31/2016	Joe A. Gonsalves & Son	5,000.00
79765	7/31/2016	John A. Matri	16,000.00
79766	7/31/2016	Leslie Kristen Interiors, Inc.	25,711.23
79767	7/31/2016	Lisa Sexton	12,000.00
79768	7/31/2016	Lopez Works, Inc.	56,504.25
79769	7/31/2016	Mesa Water District	17,640.93
79770	7/31/2016	Natalie Trasport	4,900.00
79771	7/31/2016	Newport Harbor Locksmith	656.46
79772	7/31/2016	Orange Coast Magazine	3,000.00
79773	7/31/2016	Pacific Clippings	59.00
79774	7/31/2016	Pinnacle Landscape Company	4,657.57
79775	7/31/2016	Red Wing Hatchery	68.10
79776	7/31/2016	Safeguard Health Plans	37.62
79777	7/31/2016	Sectran Security, Inc.	100.00
79778	7/31/2016	State Disbursement Unit	331.00
79779	7/31/2016	TalentWise, Inc.	8,890.00



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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79780	7/31/2016	Xpert Premier Protective Services, Inc.	3,860.00
<b>Total July 2016 AP Checks</b>			<b>4,469,985.16</b>

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

<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E07012016	7/1/2016	US Bank	207,923.44
E14551705	7/1/2016	CA Public Employees Retirement System	144,129.18
ER3615371841	7/6/2016	Paypal, Inc.	59.95
E114668426	7/14/2016	The Sleepy Jackson, Inc	103,194.00
E112476489	7/25/2016	Ray Cammack Shows, Inc.	1,000,000.00
E213303513	7/29/2016	Ray Cammack Shows, Inc.	2,500,000.00
<b>ACH Banking Fees / Credit Card Fees / Payroll Tax Transactions</b>			
American Express Credit Card Fees			484.02
Authorize.Net Fees			60.70
Banking Analysis Fee			332.64
Chargebacks			30.00
Gateway Services Fees			3,265.20
Global Pay Fees			70.09
Merchant Service Bankcard Fees			10,220.28
Paymentech Credit Card Merchant Fees			35,912.99
Payroll Taxes			210,562.57
<b>Total July 2016 Electronic Payments</b>			<b>4,216,245.06</b>

**OC Fair & Event Center  
Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
78943	8/23/2016	VOID	-
78944	8/23/2016	VOID	-
78945	8/23/2016	VOID	-
79781	8/3/2016	Glocal Inc. f/s/o Michael Franti	125,000.00
79782	8/3/2016	ChknGoodTouringF/S/O G.Love&SpecialSauce	34,550.00
79783	8/3/2016	Music Zirconia, Inc.	6,500.00
79784	8/3/2016	Chef Ray Presents	6,652.17
79785	8/3/2016	Surface Restoration Solutions	4,340.00
79786	8/4/2016	James Gaffigan db Chimichanga Production	150,000.00
79787	8/4/2016	Music Zirconia, Inc.	2,500.00
79788	8/4/2016	Boulevard Greenhouse, Inc.	10,773.00
79789	8/4/2016	American Vintage Designs	3,885.08
79790	8/4/2016	Apex Motorsport Promotions, LLC	5,879.50
79791	8/4/2016	The Sleepy Jackson, Inc	60,606.00
79792	8/5/2016	Cassadee Pope Music, LLC f/s/o Cassadee	23,250.00
79793	8/5/2016	Play Productions, Inc f/s/o Hunter Hayes	116,250.00
79794	8/5/2016	Sarraf Songs, Inc	8,500.00
79795	8/6/2016	The Fab Four Corp	28,500.00
79796	8/6/2016	Kevin P. Knight f/s/o Damage Inc.	2,000.00
79797	8/6/2016	The ACE Agency, Inc.	1,000.00
79798	8/6/2016	Action Trophy	55.34
79799	8/6/2016	AT&T	17.45
79800	8/6/2016	Delta Media, Inc.	189,560.00
79801	8/6/2016	Elaine Kumamoto	36.75
79802	8/6/2016	Franchise Tax Board	829.88
79803	8/6/2016	VOID	-
79804	8/6/2016	Kimber Spickert	65.79
79805	8/6/2016	Mio Chen	31.65
79806	8/6/2016	Modular Space Corporation / Modspace	564.66
79807	8/6/2016	Nick Buffa	303.20
79808	8/6/2016	Platinum Resource Group	856.25
79809	8/6/2016	Protective Technologies International	3,800.00
79810	8/6/2016	Ricoh Americas Corporation	394.49
79811	8/6/2016	Quijote Corporation dba Sensis	7,000.00
79812	8/6/2016	Southern California Edison	56,722.20
79813	8/6/2016	State Disbursement Unit	334.03
79814	8/6/2016	Statewide Seating & Grandstands, Inc.	39,997.00
79815	8/6/2016	The Gas Company	897.70
79816	8/6/2016	William Kellogg	2,750.00
79817	8/7/2016	Daniel Maika Hamamoto	1,500.00
79818	8/7/2016	Firepan Music	3,125.00
79819	8/7/2016	Flying U Rodeo Co., Inc.	123,450.00
79820	8/7/2016	Hernandez Productions, Inc.	15,000.00
79821	8/7/2016	Marc Adam Seligson	2,000.00
79822	8/7/2016	Timothy Johnson	1,000.00

**OC Fair & Event Center  
Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79823	8/7/2016	Randall Cochran	1,000.00
79824	8/7/2016	Trainline Touring, LLC f/s/o Train	250,000.00
79825	8/10/2016	Lindsey Stirling Touring, Inc. f/s/o	93,000.00
79826	8/10/2016	With All My Heart LLC	1,000.00
79827	8/10/2016	Music Zirconia, Inc.	1,200.00
79828	8/10/2016	Music Zirconia, Inc.	1,500.00
79829	8/11/2016	Barlow Vineyard Entertainment f/s/o Ruth	5,000.00
79830	8/11/2016	Frank Young Hutchison	4,000.00
79831	8/11/2016	Runnin' Behind, Inc. f/s/o Chris Young	131,255.00
79832	8/11/2016	Alexis Rivera	13.01
79833	8/11/2016	American Express	300.34
79834	8/11/2016	American Express	8,826.28
79835	8/11/2016	Ashley Perez	3.46
79836	8/11/2016	AT&T	4,303.03
79837	8/11/2016	A.T. Construction, Inc.	2,200.00
79838	8/11/2016	Tsutsumida Pictures	2,662.50
79839	8/11/2016	Department Of Food And Agriculture	111.00
79840	8/11/2016	Eileen Lee	8.00
79841	8/11/2016	Elyssa Fournier	250.00
79842	8/11/2016	Franchise Tax Board	454.42
79843	8/11/2016	Jeff Wilson	372.74
79844	8/11/2016	Bianca Kulback	169.00
79845	8/11/2016	OC Fair & Event Center	3,496.50
79846	8/11/2016	CA Public Employees Retirement System	587.62
79847	8/11/2016	Platinum Resource Group	893.75
79848	8/11/2016	Rachelle Weir	779.96
79849	8/11/2016	R.W.B. Party Props, Inc.	12,604.95
79850	8/11/2016	S & J Graphics	9,521.28
79851	8/11/2016	Sean Michael Quinn	300.00
79852	8/11/2016	Showbiz, Inc.	30,426.60
79853	8/11/2016	State Disbursement Unit	331.00
79854	8/11/2016	Marketwire, Inc.	1,249.75
79855	8/12/2016	Normaltown, Inc. f/s/o The B-52s	76,398.00
79856	8/12/2016	Robert Elfaizy	5,500.00
79857	8/12/2016	F/S/o The Aquabats	15,000.00
79858	8/12/2016	European Equine Associates	7,500.00
79859	8/12/2016	Spectra	3,283.33
79860	8/12/2016	Aaron J. Carter	630.00
79861	8/12/2016	Abram Moya Jr.	400.00
79862	8/12/2016	Akayla Anne VanSickle	75.00
79863	8/12/2016	Allen Barr	171.28
79864	8/12/2016	Amy Zittel	317.40
79865	8/12/2016	Barbara Des Rochers	100.00
79866	8/12/2016	Carla Merrigan-Ward	100.00
79867	8/12/2016	Carolyn Yarnell	500.00

**OC Fair & Event Center  
Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79868	8/12/2016	Christopher De Surra	200.00
79869	8/12/2016	Christian Ramirez	400.00
79870	8/12/2016	David A. Wade	300.00
79871	8/12/2016	Elyssa Fournier	200.00
79872	8/12/2016	Evalynn J. Alu	500.00
79873	8/12/2016	Frederic Rose	300.00
79874	8/12/2016	Harry Messersmith	100.00
79875	8/12/2016	Jeff Alu	500.00
79876	8/12/2016	Jenny Lynn	500.00
79877	8/12/2016	Judy Price	100.00
79878	8/12/2016	Kevin Staniec	500.00
79879	8/12/2016	Kirby Piazza	400.00
79880	8/12/2016	Kurt Weston	500.00
79881	8/12/2016	Lauria Watts	200.00
79882	8/12/2016	Manuel Escamilla	500.00
79883	8/12/2016	James M Frantz	500.00
79884	8/12/2016	Nguyen Ly	500.00
79885	8/12/2016	Rachell Frazian	500.00
79886	8/12/2016	John Richiard Rick Valasek	100.00
79887	8/12/2016	Richard Manning	100.00
79888	8/12/2016	Ronald Smelt	374.62
79889	8/12/2016	Susan Spiritus Gallery, Inc.	500.00
79890	8/12/2016	Tiffany Ma	400.00
79891	8/12/2016	Christine Tina Davidson	200.00
79892	8/12/2016	William Ng	300.00
79893	8/12/2016	AT&T	1.57
79894	8/12/2016	AT&T	2,059.39
79895	8/12/2016	AT&T	456.15
79896	8/12/2016	Bliss Photography	500.00
79897	8/12/2016	Boulevard Greenhouse, Inc.	7,614.00
79898	8/12/2016	Chad Yanagisawa	510.00
79899	8/12/2016	Chuckwagon Concessions	1,922.65
79900	8/12/2016	CR&R Inc.	75.00
79901	8/12/2016	CR&A Custom, Inc.	39,489.84
79902	8/13/2016	3G Productions, Inc.	62,000.00
79903	8/13/2016	David Brighton	4,000.00
79904	8/13/2016	Birth LLC f/s/o Ziggy Marley	75,000.00
79905	8/13/2016	Simpkin Project LLC	1,500.00
79906	8/13/2016	Nyahbinghi Voyage, Inc. / Steel Pulse	50,000.00
79907	8/14/2016	Westminster FFA	1,500.00
79908	8/14/2016	VOID	-
79909	8/14/2016	Golden West Game Breeders & Bird Club	1,100.00
79910	8/14/2016	Great American Entertainment Co.	23,000.00
79911	8/14/2016	Oasis Camel Dairy LLC	6,000.00
79912	8/14/2016	RLM Provisions LLC	2,475.00

**OC Fair & Event Center  
Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79913	8/14/2016	Shaile Socher	5,554.08
79914	8/14/2016	Steven D. Miller	2,300.00
79915	8/14/2016	Theresa Vargas (Urban Chickens)	1,200.00
79916	8/14/2016	Great American Entertainment Co.	6,800.00
79917	8/14/2016	Oasis Camel Dairy LLC	10,000.00
79918	8/14/2016	Alice Bethia Wallace	1,500.00
79919	8/14/2016	Diego Barquinero	6,000.00
79920	8/14/2016	Dragon Knights, Inc.	56,750.00
79921	8/14/2016	Edward Russell	22,000.00
79922	8/14/2016	Entertaining the King Touring, Inc.	17,825.00
79923	8/14/2016	The Magic of Frank Thurston	15,700.00
79924	8/14/2016	Leesha Arason	1,000.00
79925	8/14/2016	VOID	-
79926	8/14/2016	Birth LLC f/s/o Ziggy Marley	75,000.00
79927	8/14/2016	Music Zirconia, Inc.	1,750.00
79928	8/14/2016	No-One, Inc. f/s/o Herman's Hermits	19,000.00
79929	8/14/2016	Pacific Events Entertainment	2,125.00
79930	8/14/2016	Phillip Shane Norton	4,185.00
79931	8/14/2016	Denis Martinez (Ravioli The Clown)	6,000.00
79932	8/14/2016	Shades of Music Entertainment	10,434.84
79933	8/14/2016	Simpkin Project LLC	1,500.00
79934	8/14/2016	Nyahbinghi Voyage, Inc. / Steel Pulse	50,000.00
79935	8/14/2016	Sunnyside Promotions	133,500.00
79936	8/14/2016	Terry L. Donaldson (Sparkles the Clown)	6,000.00
79937	8/14/2016	Zuzu Acrobats, Inc.	26,393.00
79938	8/14/2016	All-Alaskan Racing Pigs, LLC	36,500.00
79939	8/14/2016	Ramon J. Rodarte	15,818.09
79940	8/14/2016	Robert Smith Presents, LLC	19,785.75
79941	8/14/2016	Mark My, Inc.	31,045.00
79942	8/14/2016	Absolute Security International, Inc.	477.12
79943	8/14/2016	Boulevard Greenhouse, Inc.	702.00
79944	8/14/2016	ChopShop Entertainment, Inc.	550.00
79945	8/14/2016	City of Costa Mesa	1,029.60
79946	8/14/2016	CR&A Custom, Inc.	711.51
79947	8/14/2016	Dietz Hydroseeding Co.	7,870.00
79948	8/14/2016	Eastland Forrester Corp. dba Versa Stage	2,963.52
79949	8/14/2016	Eisel Enterprises, Inc.	1,107.00
79950	8/14/2016	GRAINGER	3,584.24
79951	8/14/2016	Hahn & Bowersock, Inc.	1,397.00
79952	8/14/2016	Hertz Equipment Rental	19,379.53
79953	8/14/2016	Lisa Sexton	6,996.75
79954	8/14/2016	Lopez Works, Inc.	27,308.00
79955	8/14/2016	Martin Container, Inc.	1,036.80
79956	8/14/2016	Martha Isabel Falencik	300.00
79957	8/14/2016	MediaWorks Resource Group	3,900.00

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Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
79958	8/14/2016	Medical and Safety Management, Inc.	404.30
79959	8/14/2016	Mike's Precision Welding, Inc.	14,820.00
79960	8/14/2016	OC Weekly, LP	4,820.00
79961	8/14/2016	CA Public Employees Retirement System	53,334.40
79962	8/14/2016	Pinnacle Petroleum, Inc.	4,507.37
79963	8/14/2016	Quijote Corporation dba Sensis	7,000.00
79964	8/14/2016	Shamrock Group, Inc. dba Shamrock Paving	18,990.00
79965	8/14/2016	Chef Ray Presents	6,097.83
79966	8/16/2016	Alexander J. Cabalu	100.00
79967	8/16/2016	Gus Moran	100.00
79968	8/16/2016	Lisa Cabrera	100.00
79969	8/16/2016	Lysa Ashley	100.00
79970	8/16/2016	Lopez Works, Inc.	26,379.50
79971	8/17/2016	Cathy Thomas	100.00
79972	8/17/2016	Conor Keegan	629.60
79973	8/17/2016	Darrell Poper	80.00
79974	8/17/2016	Deborah Ghamlouch	75.00
79975	8/17/2016	Gail S. Call	240.00
79976	8/17/2016	Harry Messersmith	200.00
79977	8/17/2016	Kathleen Castagnoli	40.00
79978	8/17/2016	Lynne Gallagher	75.00
79979	8/17/2016	Richard Manning	100.00
79980	8/17/2016	Rose Marie Garner	257.90
79981	8/17/2016	Scott Kim	200.00
79982	8/17/2016	Dr. Tim Norman	330.00
79983	8/17/2016	Brian Danker	375.00
79984	8/17/2016	Jillian E. Browne	160.00
79985	8/17/2016	Joseph D. Ott	250.00
79986	8/17/2016	Miriam Somoano	240.00
79987	8/17/2016	Robert John Papp	300.00
79988	8/17/2016	Yvonne Marie Andrew	300.00
79989	8/17/2016	AT&T	230.73
79990	8/17/2016	Boyd & Associates, Inc.	250.00
79991	8/17/2016	CCS Orange County Janitorial, Inc.	3,941.00
79992	8/17/2016	CR&R Inc.	38,181.54
79993	8/17/2016	Critical Mention, Inc.	1,249.75
79994	8/17/2016	Department of Forestry & Fire Protection	1,543.06
79995	8/17/2016	Employment Development Department	42,143.81
79996	8/17/2016	Leslie Kristen Interiors, Inc.	1,404.00
79997	8/17/2016	Gravity Technologies Inc.	844.00
79998	8/17/2016	Orange County Treasurer-Tax Collector	2,285.95
79999	8/17/2016	Pacific Carpet and Tile Cleaning	458.40
80000	8/17/2016	Pacific Coast Shavings, Inc.	6,585.95
80001	8/17/2016	Pasco Doors	337.50
80002	8/17/2016	Pinnacle Landscape Company	4,657.57

**OC Fair & Event Center  
Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80003	8/17/2016	PJL Enterprise Group	2,698.92
80004	8/17/2016	Pre-Fab Builders, Inc.	2,500.00
80005	8/17/2016	Protective Technologies International	7,491.00
80006	8/17/2016	RK Diversified Entertainment, Inc.	1,810.00
80007	8/17/2016	Showbiz, Inc.	66,911.32
80008	8/17/2016	Southern California Edison	65,655.50
80009	8/17/2016	South Coast Striping, Inc.	975.00
80010	8/17/2016	Sound Media Fusion, LLC	65,650.00
80011	8/17/2016	Southwest Mobile Storage, Inc.	221.40
80012	8/17/2016	Spectra	4,309.72
80013	8/17/2016	State Water Resources Control Board	403.00
80014	8/17/2016	TalentWise, Inc.	3,081.00
80015	8/17/2016	Technical Air Corporation	3,310.00
80016	8/17/2016	Verizon Wireless	2,721.83
80017	8/17/2016	West Coast Emergency Medical Services	12,296.00
80018	8/17/2016	IAI Presentations, Inc.	38,325.00
80019	8/17/2016	Bill Phelps Inc.	1,600.00
80020	8/17/2016	Bro Pack Enterprises LLC	2,535.00
80021	8/17/2016	Cathy Laurie	28.90
80022	8/17/2016	California Fair Services Authority	285.00
80023	8/17/2016	Corona Cattle, Inc.	5,280.00
80024	8/17/2016	GRAINGER	10,206.05
80025	8/17/2016	John Lew	58.08
80026	8/17/2016	Katie Hastings	104.51
80027	8/17/2016	Linda Hudak	72.77
80028	8/17/2016	Ricoh Americas Corporation	35.37
80029	8/17/2016	Robert Navarro	53.46
80030	8/17/2016	Rose Marie Garner	375.00
80031	8/17/2016	United Rentals (North America), Inc.	5,237.52
80032	8/17/2016	AT&T	585.18
80033	8/17/2016	BurrellesLuce	486.05
80034	8/17/2016	CR&R Inc.	12,126.54
80035	8/17/2016	CR&A Custom, Inc.	22,062.37
80036	8/17/2016	CSI Electrical Contractors, Inc.	2,222.00
80037	8/17/2016	Fair Media Solutions, LLC	1,747.50
80038	8/17/2016	VOID	-
80039	8/17/2016	Fusco Engineering, Inc.	15,305.00
80040	8/17/2016	Haitbrink Asphalt Paving, Inc.	19,520.00
80041	8/17/2016	Lawrence Roll-Up Doors, Inc.	772.48
80042	8/17/2016	Pacific Clippings	118.00
80043	8/17/2016	Pyro Engineering, Inc.	28,249.00
80044	8/18/2016	Franchise Tax Board	1,488.29
80045	8/18/2016	State Disbursement Unit	579.22
80046	8/19/2016	Allen West Mesick	100.00
80047	8/19/2016	Amar Santana	100.00



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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80048	8/19/2016	Barb Lutz	100.00
80049	8/19/2016	Carlos Salgado	100.00
80050	8/19/2016	Gregory A. Rager	375.00
80051	8/19/2016	Hanna Wineland	75.00
80052	8/19/2016	Harry Messersmith	100.00
80053	8/19/2016	Judith Din	100.00
80054	8/19/2016	Kim Des Rochers-Garcia	100.00
80055	8/19/2016	Noah Blom	100.00
80056	8/19/2016	Rick and Madeline Anaya	100.00
80057	8/19/2016	Rod Swancoat	100.00
80058	8/19/2016	Rolf Goellnitz	500.00
80059	8/19/2016	Ryan Wnuck	100.00
80060	8/19/2016	Sharon Chestnutt	180.00
80061	8/19/2016	Shachi Mehra	100.00
80062	8/19/2016	Stephane Treand	100.00
80063	8/19/2016	Susan Lewis	100.00
80064	8/19/2016	Whitney Klein	100.00
80065	8/19/2016	Yves Fournier	200.00
80066	8/23/2016	Three Eagles Ranch, LLC	4,110.00
80067	8/24/2016	Araca Merchandise LP	25,985.14
80068	8/24/2016	Bandmerch, LLC	15,435.20
80069	8/24/2016	Brent Meyer	502.31
80070	8/24/2016	Chris Young Merchandise, LLC	12,206.44
80071	8/24/2016	Colortest, Inc	5,480.18
80072	8/24/2016	Countrywide Entertainment, Inc.	6,075.17
80073	8/24/2016	The Fab Four Corp	589.60
80074	8/24/2016	FEA Merchandise, Inc.	24,444.26
80075	8/24/2016	Flower Power Concerts, Inc.	1,243.77
80076	8/24/2016	Hapa World Music, LLC	1,252.40
80077	8/24/2016	Iration, LLC f/s/o Iration	18,265.47
80078	8/24/2016	Red Wire Blue Wire Inc f/s/o Jeff Dunham	14,212.61
80079	8/24/2016	Jose Maldonado	250.00
80080	8/24/2016	Ladder Soul Touring LLC f/s/o Andy Gramm	3,169.35
80081	8/24/2016	LA Entertainment, Inc.	14,316.47
80082	8/24/2016	Lindsey Stirling Touring, Inc. f/s/o	16,255.66
80083	8/24/2016	Live Nation Merchandise, Inc.	10,510.93
80084	8/24/2016	Manhead/Go Merch, LLC	17,180.14
80085	8/24/2016	No-One, Inc. f/s/o Herman's Hermits	736.80
80086	8/24/2016	PSYCHEDELIC FURS TOURING, INC.	7,253.24
80087	8/24/2016	SEISMONOS, INC. f/s/o Ozomatli	2,870.80
80088	8/24/2016	Stickfigure Music LLC	1,915.02
80089	8/24/2016	Swagline, Inc.	10,000.59
80090	8/24/2016	Sweet & Tender Hooligans, LLC	1,590.28
80091	8/24/2016	Three Dog Night	86.71
80092	8/24/2016	Warner Music Group	5,897.02

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80093	8/24/2016	Wildfire Touring, Inc. F/S/O Rachel Plat	1,450.46
80094	8/25/2016	Association of State CA Supervisors	144.00
80095	8/25/2016	Advanced Web Offset Inc.	49,950.00
80096	8/25/2016	Anker Trucking, Inc.	2,390.00
80097	8/25/2016	AT&T	76.50
80098	8/25/2016	AT&T	89.00
80099	8/25/2016	Backyard BBQ Village, Inc.	170.00
80100	8/25/2016	Barkley Sheet Metal	240.00
80101	8/25/2016	Boulevard Greenhouse, Inc.	675.00
80102	8/25/2016	California Fairs Financing Authority	31,375.93
80103	8/25/2016	California Fair Services Authority	1,115.00
80104	8/25/2016	CR&R Inc.	770.00
80105	8/25/2016	Department of Human Resources Cal HR	153.00
80106	8/25/2016	Efrain Valenzuela	1,100.00
80107	8/25/2016	Franchise Tax Board	351.50
80108	8/25/2016	Fred Emmert Air Views	1,250.00
80109	8/25/2016	Christine Gunst	372.23
80110	8/25/2016	Hertz Equipment Rental	24,612.02
80111	8/25/2016	IUOE, Craft/Maint. Division	1,430.00
80112	8/25/2016	John Lew	121.93
80113	8/25/2016	JRH Construction Company, Inc	422,917.20
80114	8/25/2016	Kaiser Permanente	39,308.60
80115	8/25/2016	Kimberley Miller	339.42
80116	8/25/2016	Leslie Kristen Interiors, Inc.	8,261.62
80117	8/25/2016	Lisa Sexton	6,996.75
80118	8/25/2016	Marilyn Drageset	379.12
80119	8/25/2016	Mesa Water District	49,416.26
80120	8/25/2016	Modular Space Corporation / Modspace	1,807.37
80121	8/25/2016	CA Public Employees Retirement System	287.27
80122	8/25/2016	Southern California Edison	2,998.56
80123	8/25/2016	Spectra	34.50
80124	8/25/2016	Orange County Farm Bureau	300.00
80125	8/25/2016	OC Weekly, LP	3,364.00
80126	8/25/2016	On Trend Apparel, Inc.	1,185.88
80127	8/25/2016	Orange FFA Boosters	3,500.00
80128	8/25/2016	Pacific Carpet and Tile Cleaning	458.40
80129	8/25/2016	Platinum Resource Group	1,468.75
80130	8/25/2016	Pyro Engineering, Inc.	21,730.00
80131	8/25/2016	Robert Half International, Inc.	2,764.90
80132	8/25/2016	Zano Productions (Ronald Canzano)	4,968.75
80133	8/25/2016	SEIU Local 1000 CA State Employees Asso.	1,746.79
80134	8/25/2016	Spectra	70,271.53
80135	8/25/2016	State Disbursement Unit	457.63
80136	8/25/2016	United Site Services Of America	1,314.45
80137	8/25/2016	Willdan Geotechnical	2,005.00

<b>OC Fair &amp; Event Center</b> <b>Accounts Payable Checks Summary</b> <b>August 2016</b>			
<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80138	8/25/2016	Generator Services	55,193.60
80139	8/31/2016	U.S. Postmaster	3,000.00
80140	8/31/2016	American Cancer Society	1,000.00
<b>Total August 2016 AP Checks</b>			<b>4,375,420.01</b>

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

<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E08012016	8/1/2016	US Bank	346,149.42
E20160801	8/2/2016	Board Of Equalization	778.00
E22100551	8/8/2016	Ray Cammack Shows, Inc.	1,500,000.00
E22502655	8/12/2016	Ray Cammack Shows, Inc.	2,500,000.00
E23101497	8/18/2016	E4C Enterprises, LLC (Brew Hee Haw)	36,171.43
E23101498	8/18/2016	Ray Cammack Shows, Inc.	2,000,000.00
E23101498	8/18/2016	E4C Enterprises, LLC (Brew Hee Haw)	50,390.73
E49354582	8/5/2016	Pitney Bowes Inc.	2,000.00
E4d54ae0b13	8/24/2016	US Bank	198,991.60
ET3930648813	8/3/2016	Paypal, Inc.	59.95
<b>ACH Banking Fees / Credit Card Fees / Payroll Tax Transactions</b>			
American Express Credit Card Fees			5,917.12
Authorize.Net Fees			59.90
Banking Analysis Fee			11,009.73
Chargebacks			5,379.00
Gateway Services Fees			281.41
Global Pay Fees			12,522.04
Merchant Service Bankcard Fees			48,868.20
Paymentech Credit Card Merchant Fees			60,793.29
Payroll Taxes			393,430.95
<b>Total August 2016 Electronic Payments</b>			<b>7,172,802.77</b>

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80141	9/2/2016	Lopez Works, Inc.	269,259.25
80142	9/2/2016	Professional Parking	315,330.00
80143	9/6/2016	Action Trophy	48.07
80144	9/6/2016	American Express	846.17
80145	9/6/2016	American Express	709.52
80146	9/6/2016	Andrew Goldman	500.00
80147	9/6/2016	AT&T	38.25
80148	9/6/2016	AT&T	9,668.72
80149	9/6/2016	VOID	-
80150	9/6/2016	Bob Gillette	3,000.00
80151	9/6/2016	Boris Khechoyan	500.00
80152	9/6/2016	Brian Long	5.00
80153	9/6/2016	CA Public Employees Retirement System	46,897.63
80154	9/6/2016	California Fair Services Authority	97,303.61
80155	9/6/2016	Chef Ray Presents	3,139.20
80156	9/6/2016	Chuckwagon Concessions	4,747.20
80157	9/6/2016	CR&A Custom, Inc.	17,862.71
80158	9/6/2016	David Henselman	200.00
80159	9/6/2016	Dennis Hays	500.00
80160	9/6/2016	Department of Justice	2,890.00
80161	9/6/2016	Drake Family Farms	450.00
80162	9/6/2016	Ed Rizzardi	150.00
80163	9/6/2016	Edward Leon	2,050.00
80164	9/6/2016	VOID	-
80165	9/6/2016	VOID	-
80166	9/6/2016	VOID	-
80167	9/6/2016	VOID	-
80168	9/6/2016	James Productions, Inc.	770.00
80169	9/6/2016	Jason Walcott	695.00
80170	9/6/2016	John Richiard Rick Valasek	100.00
80171	9/6/2016	Kathy Kramer	310.26
80172	9/6/2016	VOID	-
80173	9/6/2016	Khavarian Enterprises, Inc. dba Vision C	13,552.40
80174	9/6/2016	Lawrence Roll-Up Doors, Inc.	346.00
80175	9/6/2016	Leslie Kristen Interiors, Inc.	1,385.00
80176	9/6/2016	VOID	-
80177	9/6/2016	Mark Neighbors	50.00
80178	9/6/2016	Moor+South/Pier Mngmt Co., LP (Tandem)	68,874.87
80179	9/6/2016	Newport Harbor Locksmith	121.70
80180	9/6/2016	Orange County Treasurer-Tax Collector	412.28
80181	9/6/2016	Pasco Doors	441.22
80182	9/6/2016	Platinum Resource Group	275.00
80183	9/6/2016	R & P Nierman Corporation DBA Draft Beer	1,800.00
80184	9/6/2016	Randall Stoner	400.00
80185	9/6/2016	Rick Delanty	200.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80186	9/6/2016	Ricoh Americas Corporation	2,621.79
80187	9/6/2016	Robert Bilevich	165.00
80188	9/6/2016	Roland Escalona	10.79
80189	9/6/2016	Safeguard Health Plans	37.62
80190	9/6/2016	VOID	-
80191	9/6/2016	Sound Media Fusion, LLC	19,438.00
80192	9/6/2016	Southern California Edison	9,141.07
80193	9/6/2016	Southern California Sound Image, Inc.	278,662.80
80194	9/6/2016	Spectra	17,072.70
80195	9/6/2016	State Disbursement Unit	331.00
80196	9/6/2016	Statewide Seating & Grandstands, Inc.	16,330.00
80197	9/6/2016	Technical Air Corporation	1,168.56
80198	9/6/2016	Teri Gelbmann	75.00
80199	9/6/2016	The Gas Company	308.95
80200	9/6/2016	TIO Productions	580.00
80201	9/6/2016	Tsutsumida Pictures	1,350.00
80202	9/9/2016	Australian Foods	255.19
80203	9/9/2016	Family A Fair	210.51
80204	9/9/2016	Gold Mark Concessions	166.20
80205	9/9/2016	Hot Dog On A Stick Faircompany	17.21
80206	9/9/2016	Jackson Enterprises	343.31
80207	9/9/2016	Lindsey Enterprises	59.34
80208	9/9/2016	SDM Concessions	69.07
80209	9/13/2016	AMFM Broadcasting Inc DBA iHeartMedia	37,309.00
80210	9/13/2016	KABC - TV	41,267.50
80211	9/13/2016	KAMP-FM	21,249.15
80212	9/13/2016	KCAL-TV/CALIFORNIA 9	24,565.00
80213	9/13/2016	KCBS Television Studios	24,140.00
80214	9/13/2016	KCBS-FM	15,708.00
80215	9/13/2016	KCOP Television, Inc.	11,475.00
80216	9/13/2016	KFTR	7,140.00
80217	9/13/2016	KIIS FM/AM	32,385.00
80218	9/13/2016	KLAX	18,436.50
80219	9/13/2016	KLOS Radio, Inc.	6,757.50
80220	9/13/2016	KMEX	11,220.00
80221	9/13/2016	KPWR FM Radio	13,323.75
80222	9/13/2016	KRCA - TV	26,795.40
80223	9/13/2016	KROQ - FM	17,595.00
80224	9/13/2016	KTTV	63,792.50
80225	9/13/2016	KVEA Channel 52	65,577.50
80226	9/13/2016	KXOL	6,974.25
80227	9/13/2016	KYSR FM	11,526.00
80228	9/13/2016	Long Beach Press Telegram	11,430.27
80229	9/13/2016	Los Angeles Times	28,778.33
80230	9/13/2016	Millennial Media	10,000.00

**OC Fair & Event Center  
Accounts Payable Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80231	9/13/2016	Franchise Tax Board	306.25
80232	9/13/2016	Franchise Tax Board	3,750.00
80233	9/14/2016	Franchise Tax Board	48,138.36
80234	9/15/2016	3G Productions, Inc.	178,225.00
80235	9/15/2016	A.T. Construction, Inc.	4,900.00
80236	9/15/2016	Absolute Security International, Inc.	43,473.65
80237	9/15/2016	Accountemps, Inc.	4,540.53
80238	9/15/2016	Action Golf Cart Rentals	21,837.78
80239	9/15/2016	American Express	15.00
80240	9/15/2016	Andy Gump Inc.	12,998.57
80241	9/15/2016	Aquatic Service, Inc.	1,560.00
80242	9/15/2016	Association of State CA Supervisors	108.00
80243	9/15/2016	AT&T	1,758.01
80244	9/15/2016	B & L Productions	248.50
80245	9/15/2016	Ben's Asphalt, Inc.	11,998.00
80246	9/15/2016	Brook Furniture Rental, Inc.	6,115.20
80247	9/15/2016	BurrellesLuce	341.70
80248	9/15/2016	CA Public Employees Retirement System	4,158.33
80249	9/15/2016	California Fair Services Authority	1,870.16
80250	9/15/2016	California Fair Services Authority	1,120.00
80251	9/15/2016	CCS Orange County Janitorial, Inc.	3,046.26
80252	9/15/2016	ChopShop Entertainment, Inc.	3,650.00
80253	9/15/2016	Concert Media Designs, Inc.	350.00
80254	9/15/2016	Coulter Associates LLC	58,000.00
80255	9/15/2016	CR&R Inc.	145.00
80256	9/15/2016	Delta Dental Plan Of California	4,849.60
80257	9/15/2016	DeltaCare USA	699.80
80258	9/15/2016	Franchise Tax Board	118.76
80259	9/15/2016	Fusco Engineering, Inc.	6,514.50
80260	9/15/2016	Gem Faire, Inc.	440.00
80261	9/15/2016	Gold Coast Ecology	4,148.00
80262	9/15/2016	Gravity Technologies Inc.	349.00
80263	9/15/2016	Haitbrink Asphalt Paving, Inc.	8,460.00
80264	9/15/2016	Hertz Equipment Rental	5,250.15
80265	9/15/2016	International Speedway, Inc.	3,980.00
80266	9/15/2016	IUOE, Craft/Maint. Division	1,430.00
80267	9/15/2016	Jerry Liu & Associates	1,725.00
80268	9/15/2016	Joe A. Gonsalves & Son	5,000.00
80269	9/15/2016	John A. Mastri	4,000.00
80270	9/15/2016	Josh Barnett Productions Inc/Lightasmic!	19,532.00
80271	9/15/2016	JRH Construction Company, Inc	4,212.02
80272	9/15/2016	Kaiser Permanente	38,646.84
80273	9/15/2016	Kathy Kramer	32.33
80274	9/15/2016	Kelly Associates Management Group LLC	1,350.00
80275	9/15/2016	Khavarian Enterprises, Inc. dba Vision C	24,600.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80276	9/15/2016	Leslie Kristen Interiors, Inc.	8,731.56
80277	9/15/2016	Lisa Sexton	6,996.75
80278	9/15/2016	Marketwire, Inc.	1,249.75
80279	9/15/2016	Modular Space Corporation / Modspace	12,109.10
80280	9/15/2016	Moor+South/Pier Mngmt Co., LP (Tandem)	88,676.98
80281	9/15/2016	VOID	-
80282	9/15/2016	VOID	-
80283	9/15/2016	Orange County Sheriff's Advisory Council	6,690.00
80284	9/15/2016	Orange County Treasurer-Tax Collector	5,735.25
80285	9/15/2016	Pacific Carpet and Tile Cleaning	1,770.72
80286	9/15/2016	Pacific Clippings	59.00
80287	9/15/2016	Pasco Doors	1,428.59
80288	9/15/2016	Phillip M. Harris	950.00
80289	9/15/2016	Pinnacle Landscape Company	4,657.57
80290	9/15/2016	Pinnacle Petroleum, Inc.	1,272.10
80291	9/15/2016	Platinum Resource Group	2,637.50
80292	9/15/2016	Premster Productions	30,487.41
80293	9/15/2016	Quijote Corporation dba Sensis	14,000.00
80294	9/15/2016	Ricoh Americas Corporation	7,935.59
80295	9/15/2016	VOID	-
80296	9/15/2016	Robert Half International, Inc.	4,340.68
80297	9/15/2016	Rocky's Fencing	3,258.28
80298	9/15/2016	Roy Englebrecht Promotions	530.50
80299	9/15/2016	Royal Restrooms of California, Inc.	23,206.00
80300	9/15/2016	Sectran Security, Inc.	1,740.00
80301	9/15/2016	SEIU Local 1000 CA State Employees Asso.	1,829.41
80302	9/15/2016	Showbiz, Inc.	14,384.09
80303	9/15/2016	Sound Media Fusion, LLC	19,550.00
80304	9/15/2016	South Coast Air Quality	938.98
80305	9/15/2016	Southern California Edison	246,806.15
80306	9/15/2016	Spectra	83,739.13
80307	9/15/2016	State Disbursement Unit	507.62
80308	9/15/2016	TalentWise, Inc.	168.29
80309	9/15/2016	Tex*Us Guitar Shows, Inc	992.00
80310	9/15/2016	The Gas Company	1,017.75
80311	9/15/2016	ThyssenKrupp Elevator Corporation	726.96
80312	9/15/2016	Trench Plate Rental Company	6,474.60
80313	9/15/2016	United Rentals (North America), Inc.	35,769.62
80314	9/15/2016	Universal Waste Systems, Inc.	11,355.00
80315	9/15/2016	Verizon Wireless	2,307.39
80316	9/15/2016	West Coast Aerial Photography, Inc.	1,250.00
80317	9/15/2016	West Coast Emergency Medical Services	22,823.03
80318	9/15/2016	Willdan Geotechnical	4,950.00
80319	9/15/2016	Woodworker West Magazine	250.00
80320	9/15/2016	Zano Productions (Ronald Canzano)	562.50



**OC Fair & Event Center**  
**Accounts Payable Checks Summary**  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80321	9/16/2016	RK Diversified Entertainment, Inc.	68,205.54
80322	9/22/2016	626 Night Market	5,249.96
80323	9/22/2016	AT&T	227.02
80324	9/22/2016	AVAI Mobile Solutions, LLC	1,999.00
80325	9/22/2016	VOID	-
80326	9/22/2016	CCS Orange County Janitorial, Inc.	361,271.93
80327	9/22/2016	DeltaCare USA	681.81
80328	9/22/2016	Delta Dental Plan Of California	4,573.77
80329	9/22/2016	Department of Forestry & Fire Protection	1,389.18
80330	9/22/2016	Department of Justice	3,145.00
80331	9/22/2016	EventCorp Services, Inc.	28,000.00
80332	9/22/2016	Event Production Solutions, LLC	4,200.00
80333	9/22/2016	Gold Coast Ecology	1,040.67
80334	9/22/2016	AMFM Broadcasting Inc DBA iHeartMedia	15,379.00
80335	9/22/2016	JC Enterprises International, LLC	432.00
80336	9/22/2016	KNBC-TV	101,320.00
80337	9/22/2016	KTLA, Inc.	69,700.00
80338	9/22/2016	KXOS - FM	6,311.25
80339	9/22/2016	Los Angeles Times	9,558.52
80340	9/22/2016	LA Weekly, LP	17,320.00
80341	9/22/2016	Lisa Sexton	6,996.75
80342	9/22/2016	Lopez Works, Inc.	209,205.57
80343	9/22/2016	Martin Container, Inc.	621.01
80344	9/22/2016	Millennial Media	33,000.00
80345	9/22/2016	Modular Space Corporation / Modspace	3,121.73
80346	9/22/2016	Newport Mesa Unified School District	14,096.10
80347	9/22/2016	Newport Mesa Unified School District	14,096.10
80348	9/22/2016	Orange County Cruisin' Assoc	8,694.48
80349	9/22/2016	Orange County Register - Advertising	56,776.50
80350	9/22/2016	OC Weekly, LP	6,300.00
80351	9/22/2016	On Trend Apparel, Inc.	1,180.70
80352	9/22/2016	Orange County Air Conditioning, Inc.	2,160.00
80353	9/22/2016	OutFront Media LLC	3,700.00
80354	9/22/2016	Pacific Carpet and Tile Cleaning	3,023.67
80355	9/22/2016	Pasco Doors	1,307.36
80356	9/22/2016	CA Public Employees Retirement System	1,915.45
80357	9/22/2016	Quantcast Corporation	9,889.60
80358	9/22/2016	RK Diversified Entertainment, Inc.	243,450.00
80359	9/22/2016	Saddleback Veterinary Services, Inc.	2,500.00
80360	9/22/2016	Sand Sports Super Show	250,000.00
80361	9/22/2016	Sectran Security, Inc.	2,470.00
80362	9/22/2016	Quijote Corporation dba Sensis	20,858.05
80363	9/22/2016	Shamrock Group, Inc. dba Shamrock Paving	13,036.00
80364	9/22/2016	VOID	-
80365	9/22/2016	Three Eagles Ranch, LLC	3,000.00

<b>OC Fair &amp; Event Center</b>			
<b>Accounts Payable Checks Summary</b>			
<b>September 2016</b>			
<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
80366	9/22/2016	Time Warner Cable Media Inc.	25,102.20
80367	9/22/2016	Metro Network Communication, Inc. dba	60,450.00
80368	9/22/2016	Tour Design Creative Services	590.00
80369	9/22/2016	Ungerboeck Systems Inc.	350.00
80370	9/22/2016	United Site Services Of America	11,894.67
80371	9/22/2016	Viroot, Inc	30,000.00
80372	9/22/2016	Yieldmo Inc.	10,000.00
80373	9/30/2016	CWF, Inc. dba A1 Event & Party Rental	308,872.00
80374	9/30/2016	Amoca Ceramics Studio	500.00
80375	9/30/2016	ASCAP	9,587.94
80376	9/30/2016	VOID	-
80377	9/30/2016	Boggs Wedding	973.50
80378	9/30/2016	California Technology Agency	1,642.00
80379	9/30/2016	CCS Orange County Janitorial, Inc.	1,119.18
80380	9/30/2016	CR&R Inc.	43,555.15
80381	9/30/2016	CR&A Custom, Inc.	823.02
80382	9/30/2016	DC Solar Distribution, Inc.	4,488.00
80383	9/30/2016	Golden Star Technology	95.00
80384	9/30/2016	Hertz Equipment Rental	5,853.60
80385	9/30/2016	Kelly Bishop	600.00
80386	9/30/2016	Leslie Kristen Interiors, Inc.	2,970.00
80387	9/30/2016	Mary Gamboa	70.00
80388	9/30/2016	VOID	-
80389	9/30/2016	Megan Riel	73.69
80390	9/30/2016	Orange County Wine Society, Inc.	80.00
80391	9/30/2016	One Touch Solutions, Inc.	3,367.24
80392	9/30/2016	Pamela Wnuck	143.28
80393	9/30/2016	Pineda's Nursery, Inc.	1,541.70
80394	9/30/2016	Put On The BRAKES, Inc.	482.00
80395	9/30/2016	VOID	-
80396	9/30/2016	Ronald Wallace	355.58
80397	9/30/2016	Saddleback Veterinary Services, Inc.	75.00
80398	9/30/2016	Santa Ana Valley Kennel Club	291.00
80399	9/30/2016	Shannon Kubitz	23.98
80400	9/30/2016	Southwest Mobile Storage, Inc.	47.43
80401	9/30/2016	Spectra	2,179.60
80402	9/30/2016	VOID	-
80403	9/30/2016	The Gas Company	610.89
<b>Total September 2016 AP Checks</b>			<b>5,094,758.34</b>

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35474	9/9/2016	Aaron Fernandes	385.00
35475	9/9/2016	Abby Dowd	70.00
35476	9/9/2016	Abigael May	136.00
35477	9/9/2016	Adriana Adams	25.00
35478	9/9/2016	Adrienne Kessler	75.00
35479	9/9/2016	Adrian Saucedo	19.00
35480	9/9/2016	Alan Johnson	150.00
35481	9/9/2016	Alaina Klaes	25.00
35482	9/9/2016	Alberta Mirisciotti	15.00
35483	9/9/2016	Aldrich Mendiola	250.00
35484	9/9/2016	Alexander Aguilar	12.00
35485	9/9/2016	Alexus Caudle	19.00
35486	9/9/2016	Alexandra Chiara	50.00
35487	9/9/2016	Alexander Dugan	277.00
35488	9/9/2016	Alejandro Pijuan	100.00
35489	9/9/2016	Alexandra Ulans	100.00
35490	9/9/2016	Alexa Schwartz	6.00
35491	9/9/2016	Alicia Fraser-Stanley	50.00
35492	9/9/2016	Alicia Robinson	15.00
35493	9/9/2016	Alicia Warwick	100.00
35494	9/9/2016	Allison Abrams	15.00
35495	9/9/2016	Allen Brown	15.00
35496	9/9/2016	Al Ledesma	10.00
35497	9/9/2016	Allen West Mesick	1,735.00
35498	9/9/2016	Allard van der Graaf	50.00
35499	9/9/2016	Allison Yabroff	50.00
35500	9/9/2016	Alma Hernandez	12.00
35501	9/9/2016	Al Whitcomb	50.00
35502	9/9/2016	Alyssa Armijo	14.00
35503	9/9/2016	Alyssa Hanzel	25.00
35504	9/9/2016	Alyssa Morgan	118.00
35505	9/9/2016	Alyssa Purzycki	90.00
35506	9/9/2016	Alyssa Zolman	85.00
35507	9/9/2016	Amanda Chavez	15.00
35508	9/9/2016	Amanda Ferrin	25.00
35509	9/9/2016	Amanda Milliken	110.00
35510	9/9/2016	Amanda Turner	20.00
35511	9/9/2016	Amber Buzzard	29.00
35512	9/9/2016	Amber Costantino	20.00
35513	9/9/2016	Amber Kirk	90.00
35514	9/9/2016	Amie Hagan	95.00
35515	9/9/2016	Amy Allinson	15.00
35516	9/9/2016	Amy Fabrizio	8.00
35517	9/9/2016	Amya Scott	30.00
35518	9/9/2016	Amy Vannest	10.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35519	9/9/2016	Anabella Bonfa	50.00
35520	9/9/2016	Anastasia Halverson	25.00
35521	9/9/2016	Anais Catalina	20.00
35522	9/9/2016	Andrea Belka	35.00
35523	9/9/2016	Andrea DeCaro	15.00
35524	9/9/2016	Andrea Diaz	94.00
35525	9/9/2016	Andrew Geier	25.00
35526	9/9/2016	Andrea Haas	30.00
35527	9/9/2016	Andre Hanna	10.00
35528	9/9/2016	Andrea McCardle	25.00
35529	9/9/2016	Andrew Ontiveros	13.00
35530	9/9/2016	Andreese Ortiz	660.00
35531	9/9/2016	Andrew Wickoff	17.00
35532	9/9/2016	Angela Elenes	60.00
35533	9/9/2016	Angela Gutierrez	11.00
35534	9/9/2016	Anna Clineff	102.00
35535	9/9/2016	Anne Engle	100.00
35536	9/9/2016	Anna Grulikowski	94.00
35537	9/9/2016	Annette Hernandez	75.00
35538	9/9/2016	Anna Miranda	25.00
35539	9/9/2016	Annette P Globits	725.00
35540	9/9/2016	Anna VanLoon Kupfrian	75.00
35541	9/9/2016	Anna Williams	25.00
35542	9/9/2016	Anna Yang	60.00
35543	9/9/2016	Antonie Boessenkool	50.00
35544	9/9/2016	April Apodaca	75.00
35545	9/9/2016	Arianna Carlos	20.00
35546	9/9/2016	Armani Mateus	35.00
35547	9/9/2016	Art Hibben	50.00
35548	9/9/2016	Ashley Gonzalez	18.00
35549	9/9/2016	Ashleigh Mayne	10.00
35550	9/9/2016	Ashley Sevilla	12.00
35551	9/9/2016	Ashley Tucker	250.00
35552	9/9/2016	Ashley Ward	30.00
35553	9/9/2016	Aubrey Mills	8.00
35554	9/9/2016	Aubrey Pembroke	50.00
35555	9/9/2016	Audrey Kim	175.00
35556	9/9/2016	Audrey Ledford	25.00
35557	9/9/2016	Audrey Mullins	14.00
35558	9/9/2016	Avalon Lafosse	25.00
35559	9/9/2016	Avery Beck	75.00
35560	9/9/2016	Aveline Horn	69.00
35561	9/9/2016	Bailey DeWolf	116.00
35562	9/9/2016	Barbara Cotter	25.00
35563	9/9/2016	Barb Lutz	150.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35564	9/9/2016	Barbara Westfall	25.00
35565	9/9/2016	Barbara Whitehill	100.00
35566	9/9/2016	Benji Stanton	25.00
35567	9/9/2016	Bernie Redding	15.00
35568	9/9/2016	Berlena Reynolds	24.00
35569	9/9/2016	Betsy Carrasco	20.00
35570	9/9/2016	Beth Dancy	75.00
35571	9/9/2016	Beth Edgell	50.00
35572	9/9/2016	Betty Hamilton	25.00
35573	9/9/2016	Bianca Wanamaker	6.00
35574	9/9/2016	Bill Churchill	75.00
35575	9/9/2016	Bill Haskell	100.00
35576	9/9/2016	Bill Maben	100.00
35577	9/9/2016	Bob Oehlman	100.00
35578	9/9/2016	Bob Rosenfield	50.00
35579	9/9/2016	Bob Tiscareno	25.00
35580	9/9/2016	Bonnie Bohart	14.00
35581	9/9/2016	Boris Khechoyan	175.00
35582	9/9/2016	Buena Park FFA	120.00
35583	9/9/2016	Brandon Loeff	11.00
35584	9/9/2016	Brad Remillard	75.00
35585	9/9/2016	Brett Caplinger	100.00
35586	9/9/2016	Brenda Diaz	190.00
35587	9/9/2016	Breanna Uyeno	123.00
35588	9/9/2016	Brett Yaden	25.00
35589	9/9/2016	Brittney Cunningham	230.00
35590	9/9/2016	Brigide Daily	25.00
35591	9/9/2016	Briana Kowny	16.00
35592	9/9/2016	Brian Krause	50.00
35593	9/9/2016	Brianna LeDay	13.00
35594	9/9/2016	Brianne Shannon	87.00
35595	9/9/2016	Brian Velazquez	13.00
35596	9/9/2016	Brooklyn Baggett	30.00
35597	9/9/2016	Brock Mcdonald	50.00
35598	9/9/2016	Brooke Villegas	100.00
35599	9/9/2016	Bruce Lewellyn	50.00
35600	9/9/2016	Bruce Miller	100.00
35601	9/9/2016	Brynn Denbo	17.00
35602	9/9/2016	Bryson Sara	15.00
35603	9/9/2016	Bryce Wood	50.00
35604	9/9/2016	Caitlyn Zone	35.00
35605	9/9/2016	Calee Marco	25.00
35606	9/9/2016	Cameron Cates	8.00
35607	9/9/2016	Cameron Stephen	16.00
35608	9/9/2016	Candice Chovanec	50.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35609	9/9/2016	Candi Deel	15.00
35610	9/9/2016	Candice Ivy	70.00
35611	9/9/2016	Candy Larsen	10.00
35612	9/9/2016	Carol Brydon	25.00
35613	9/9/2016	Carol Cohn	350.00
35614	9/9/2016	Carol Coyne	25.00
35615	9/9/2016	Carol Custance	700.00
35616	9/9/2016	Carly Jenkins	17.00
35617	9/9/2016	Carlos Lapellegrina	75.00
35618	9/9/2016	Carol Large Williams	25.00
35619	9/9/2016	Carly Vinson	625.00
35620	9/9/2016	Carol MacDonald	25.00
35621	9/9/2016	Carol Mann	955.00
35622	9/9/2016	Carissa Mingalone	25.00
35623	9/9/2016	Carole Burt	25.00
35624	9/9/2016	Carol Venard	25.00
35625	9/9/2016	Casey Gillam	17.00
35626	9/9/2016	Cassie Turner	20.00
35627	9/9/2016	Cassandra Witmer	25.00
35628	9/9/2016	Catherine Del Valle	20.00
35629	9/9/2016	Catherine Fernandes	415.00
35630	9/9/2016	Cathy Nguyen	25.00
35631	9/9/2016	Cathy Parker	15.00
35632	9/9/2016	Cathy Phillips	115.00
35633	9/9/2016	Cathy Roa-Demers	15.00
35634	9/9/2016	Cathleen Stearns	25.00
35635	9/9/2016	Celine Apen	14.00
35636	9/9/2016	Celia EnRico	55.00
35637	9/9/2016	Charlie Brac	50.00
35638	9/9/2016	Charlie Zevon	75.00
35639	9/9/2016	Cheryl Callaway Ramirez	75.00
35640	9/9/2016	Chelsea Clark	75.00
35641	9/9/2016	Chelsea Croce	300.00
35642	9/9/2016	Cheryl Evans	50.00
35643	9/9/2016	Chelsea Kissling	880.00
35644	9/9/2016	Cheyenne Merrell	120.00
35645	9/9/2016	Cherl Lee	25.00
35646	9/9/2016	Cheryl Roth	75.00
35647	9/9/2016	Cheyenne Russell	50.00
35648	9/9/2016	Cheryl von der Hellen	30.00
35649	9/9/2016	Chika Yamamoto	100.00
35650	9/9/2016	Chloe Akazawa	25.00
35651	9/9/2016	Chloe Paff	38.00
35652	9/9/2016	Christy Asher	25.00
35653	9/9/2016	Christian Bigham	10.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35654	9/9/2016	Chris Corpus	100.00
35655	9/9/2016	Christine Morse	10.00
35656	9/9/2016	Christina Ochoa	75.00
35657	9/9/2016	Chris Oh	20.00
35658	9/9/2016	Christian Szarko	35.00
35659	9/9/2016	Chris Tobin	75.00
35660	9/9/2016	Christina Wolf	85.00
35661	9/9/2016	Christine Schlager	100.00
35662	9/9/2016	Chuck Collins	100.00
35663	9/9/2016	Cindy Caldera	65.00
35664	9/9/2016	Cindy Infante	35.00
35665	9/9/2016	Cindy Kentopian	50.00
35666	9/9/2016	Cinda Webb	105.00
35667	9/9/2016	Claudia Kilmit	25.00
35668	9/9/2016	Clara Ledesma	35.00
35669	9/9/2016	Claritza Lopez	10.00
35670	9/9/2016	Clare Samani	100.00
35671	9/9/2016	Claudette Truex	10.00
35672	9/9/2016	Clifford Bohart	16.00
35673	9/9/2016	Cole Iba	25.00
35674	9/9/2016	Colin Morrell	25.00
35675	9/9/2016	Colin Smith	300.00
35676	9/9/2016	Connie Major	300.00
35677	9/9/2016	Connie Terry	50.00
35678	9/9/2016	Cory Catalano	75.00
35679	9/9/2016	Cordie Gary	60.00
35680	9/9/2016	Corrine Sharp	900.00
35681	9/9/2016	Courtlyn Hamilton	20.00
35682	9/9/2016	Craig Bansmer	25.00
35683	9/9/2016	Cristina Gutierrez	150.00
35684	9/9/2016	Cristin Hurley	25.00
35685	9/9/2016	Cyntia Haro	10.00
35686	9/9/2016	Dalton Mullins	8.00
35687	9/9/2016	Damian Toloza	25.00
35688	9/9/2016	Daniel Acosta	25.00
35689	9/9/2016	Dana Agamalian	25.00
35690	9/9/2016	Daniel Best	13.00
35691	9/9/2016	Daniel Bommarito	175.00
35692	9/9/2016	Danielle Dennis	35.00
35693	9/9/2016	Danielle Gatt	25.00
35694	9/9/2016	Dan Meylor	175.00
35695	9/9/2016	Danielle Midstokke	20.00
35696	9/9/2016	Danielle Murrieta	50.00
35697	9/9/2016	Daniel Nicolello	75.00
35698	9/9/2016	Dan Taylor	25.00

**OC Fair & Event Center  
Premium Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35699	9/9/2016	Dana Thornburg	25.00
35700	9/9/2016	Danyel Wickoff	19.00
35701	9/9/2016	Darlene Catuara	55.00
35702	9/9/2016	Dariana Gaspar	16.00
35703	9/9/2016	Darilynn Tipton	100.00
35704	9/9/2016	David Allen	550.00
35705	9/9/2016	David Bolton	125.00
35706	9/9/2016	David Domash	25.00
35707	9/9/2016	David Kline	75.00
35708	9/9/2016	David Leasure	300.00
35709	9/9/2016	David O. Wade	100.00
35710	9/9/2016	David Richens	25.00
35711	9/9/2016	David Simmons	75.00
35712	9/9/2016	David Tracy	300.00
35713	9/9/2016	Dawn Curtis	25.00
35714	9/9/2016	Dawn Mayeda	50.00
35715	9/9/2016	Dawn Thurston	75.00
35716	9/9/2016	Da Young Diane Park	135.00
35717	9/9/2016	Deanna Cunningham	45.00
35718	9/9/2016	Deborah Chang	35.00
35719	9/9/2016	Deborah Soto-Katz	670.00
35720	9/9/2016	Debra Sandoval	61.00
35721	9/9/2016	Dee Sheahan	310.00
35722	9/9/2016	Delaney Cunneen	75.00
35723	9/9/2016	Delilah Cunneen	25.00
35724	9/9/2016	Dennis Hays	50.00
35725	9/9/2016	Denise Smith	20.00
35726	9/9/2016	Derek DeHaas	25.00
35727	9/9/2016	Derek Peters	130.00
35728	9/9/2016	Deron Richens	30.00
35729	9/9/2016	Diane Gentile	25.00
35730	9/9/2016	Diana Lang	25.00
35731	9/9/2016	Diane Robles	75.00
35732	9/9/2016	Diane Senyak	25.00
35733	9/9/2016	Dina Damon	100.00
35734	9/9/2016	Dominique Chuatrakul	50.00
35735	9/9/2016	Dominique Montes	150.00
35736	9/9/2016	Donald Williams	740.00
35737	9/9/2016	Donna Ogata	590.00
35738	9/9/2016	Donna Skinner	75.00
35739	9/9/2016	Donald Smith	25.00
35740	9/9/2016	Dona Webster	25.00
35741	9/9/2016	Doris Bello	20.00
35742	9/9/2016	Dorothy Birsic	50.00
35743	9/9/2016	Dorothy Birsic	2,135.00



**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35744	9/9/2016	Douglas Andrews	50.00
35745	9/9/2016	Doug Ward	35.00
35746	9/9/2016	Duane Murphy	100.00
35747	9/9/2016	Dylan Mongan	10.00
35748	9/9/2016	Eddeane Sims	50.00
35749	9/9/2016	Ed Hart	100.00
35750	9/9/2016	Eduardo Martinez	18.00
35751	9/9/2016	Edward Rizzardi	225.00
35752	9/9/2016	Eileen Lee	25.00
35753	9/9/2016	Elaine Cole Judy Bryant	25.00
35754	9/9/2016	Eleanor Williams	25.00
35755	9/9/2016	Elizabeth Daron Redmon	75.00
35756	9/9/2016	Elizabeth Hennemuth	15.00
35757	9/9/2016	Elisa Kim	25.00
35758	9/9/2016	Elizabeth Quinanola	100.00
35759	9/9/2016	Elizabeth Roper	75.00
35760	9/9/2016	Elina Tsuchida	60.00
35761	9/9/2016	Ellon Lindsey	55.00
35762	9/9/2016	Ellaney Matarese	30.00
35763	9/9/2016	Emanuel Dale	125.00
35764	9/9/2016	Emily Dowd	40.00
35765	9/9/2016	Emily Gamboa	158.00
35766	9/9/2016	Emily McNeil	16.00
35767	9/9/2016	Emily Miramontes	11.00
35768	9/9/2016	Emiko Mizumoto	50.00
35769	9/9/2016	Emily Montierth	20.00
35770	9/9/2016	Emily Parsons	120.00
35771	9/9/2016	Emily Ryan	75.00
35772	9/9/2016	Emily Spears	45.00
35773	9/9/2016	Emily Wickline	320.00
35774	9/9/2016	Emma Melzer	25.00
35775	9/9/2016	Erica Bresnan	25.00
35776	9/9/2016	Erin Irizarry	29.00
35777	9/9/2016	Erin Maurer	14.00
35778	9/9/2016	Eric Miller	50.00
35779	9/9/2016	Erin Mongan	66.00
35780	9/9/2016	Ethan Blodgett	20.00
35781	9/9/2016	Evangel Bettridge	25.00
35782	9/9/2016	Evelyn Clemens	25.00
35783	9/9/2016	Faith Bell	15.00
35784	9/9/2016	Fiona Mclaughlin	60.00
35785	9/9/2016	Frankie Paalman	10.00
35786	9/9/2016	Fred Eblin	100.00
35787	9/9/2016	Fred Kofoed	50.00
35788	9/9/2016	Fred Rand	25.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35789	9/9/2016	Fullerton FFA	100.00
35790	9/9/2016	Gabriel Barry	17.00
35791	9/9/2016	Gail Abramo	35.00
35792	9/9/2016	Garrett Beck	50.00
35793	9/9/2016	Gary Lindman	100.00
35794	9/9/2016	Gary Wood	25.00
35795	9/9/2016	Gavin Pino	40.00
35796	9/9/2016	Gayle Eve	275.00
35797	9/9/2016	Gena Divine	10.00
35798	9/9/2016	Geoffrey Gaier	10.00
35799	9/9/2016	Gerdy Tamarindang	10.00
35800	9/9/2016	Gian Pino	30.00
35801	9/9/2016	Gilbert Duran	15.00
35802	9/9/2016	Gina Wright	620.00
35803	9/9/2016	Ginger Cameron	35.00
35804	9/9/2016	Gina Colby	25.00
35805	9/9/2016	Ginna Parra	125.00
35806	9/9/2016	Giovanni Duro	35.00
35807	9/9/2016	Glenn Heathman	66.00
35808	9/9/2016	Greg Fountain	100.00
35809	9/9/2016	Gwen McCraw	75.00
35810	9/9/2016	Haley Daub	15.00
35811	9/9/2016	Hallie Mayer	25.00
35812	9/9/2016	Haley Wolf	80.00
35813	9/9/2016	Hamzah Yamani	17.00
35814	9/9/2016	Hannah Levin	135.00
35815	9/9/2016	Hannah Neff	50.00
35816	9/9/2016	Heather Feltman	20.00
35817	9/9/2016	Heather Hunt	20.00
35818	9/9/2016	Heather Wilhelm	25.00
35819	9/9/2016	Heide Janssen	75.00
35820	9/9/2016	Helen Cox	100.00
35821	9/9/2016	Helen Smith	25.00
35822	9/9/2016	Henny Halim	25.00
35823	9/9/2016	Hilarie Moore	20.00
35824	9/9/2016	Holly K Naylor	15.00
35825	9/9/2016	Hussam El-Leithy	10.00
35826	9/9/2016	Iliana Goodhew	50.00
35827	9/9/2016	Immanuel Lutheran Preschool Orange	50.00
35828	9/9/2016	Irene Barker	15.00
35829	9/9/2016	Iriet Peshkess	150.00
35830	9/9/2016	Isabella Carr	77.00
35831	9/9/2016	Isabelle Grybow	25.00
35832	9/9/2016	Isabella Jacobsen	96.00
35833	9/9/2016	Isabelle Johnson	6.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35834	9/9/2016	Isaac Martinez	25.00
35835	9/9/2016	Isabella Porretta	35.00
35836	9/9/2016	Isabella Szarko	50.00
35837	9/9/2016	Isabel Trout	14.00
35838	9/9/2016	Isabella Vegh	25.00
35839	9/9/2016	Ivy Malone	37.00
35840	9/9/2016	Jacquelynn Drury	25.00
35841	9/9/2016	Jacqueline Fantuzo	75.00
35842	9/9/2016	Jacob Grossen	15.00
35843	9/9/2016	Jack Van Wingerden	50.00
35844	9/9/2016	Jadyn Coulter	25.00
35845	9/9/2016	Jaden Morgan	132.00
35846	9/9/2016	James Almanzar	50.00
35847	9/9/2016	James Brydon	110.00
35848	9/9/2016	Jamie Fiorito	15.00
35849	9/9/2016	James Franey	55.00
35850	9/9/2016	Jamie Salafia-Bellomo	25.00
35851	9/9/2016	James McGuire	75.00
35852	9/9/2016	James Rachal	1,070.00
35853	9/9/2016	Jamie Reitz	25.00
35854	9/9/2016	Janine Bello	30.00
35855	9/9/2016	Jane Evans	300.00
35856	9/9/2016	Jan Lang	15.00
35857	9/9/2016	Janet Lew	125.00
35858	9/9/2016	Janet Whitehead	125.00
35859	9/9/2016	Jasmine Chan	60.00
35860	9/9/2016	Jason Roberts	75.00
35861	9/9/2016	Jassar Sorto	14.00
35862	9/9/2016	Jason Walcott	100.00
35863	9/9/2016	Jayden Kaatmann	25.00
35864	9/9/2016	Jean Brac	25.00
35865	9/9/2016	Jeanette Floyd	50.00
35866	9/9/2016	Jeannette Mciver	590.00
35867	9/9/2016	Jeanne Smith	25.00
35868	9/9/2016	Jed Fischer	75.00
35869	9/9/2016	Jeff Acree	75.00
35870	9/9/2016	Jeff Dekofsky	175.00
35871	9/9/2016	Jeff Brady	25.00
35872	9/9/2016	Jennie Breeze	50.00
35873	9/9/2016	Jennifer Chua	15.00
35874	9/9/2016	Jennifer Haase	115.00
35875	9/9/2016	Jenifer Hoyer	30.00
35876	9/9/2016	Jenise Jansen	15.00
35877	9/9/2016	Jennifer Kosman	50.00
35878	9/9/2016	Jenny Maan	15.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35879	9/9/2016	Jennifer Mancini	75.00
35880	9/9/2016	Jena Schuh	13.00
35881	9/9/2016	Jennifer Starritt	25.00
35882	9/9/2016	Jena Williams	1,560.00
35883	9/9/2016	Jerry Franich	150.00
35884	9/9/2016	Jerry Gearhart	200.00
35885	9/9/2016	Jeremy Grayson	50.00
35886	9/9/2016	Jerome Shirar	8.00
35887	9/9/2016	Jessica Allen	465.00
35888	9/9/2016	Jessica Lowe	10.00
35889	9/9/2016	Jessica Mount	175.00
35890	9/9/2016	Jessica Pohl	25.00
35891	9/9/2016	Jessica Stoltner	13.00
35892	9/9/2016	Jill Clay	25.00
35893	9/9/2016	Jill Kollmann	25.00
35894	9/9/2016	Jill Martinez	35.00
35895	9/9/2016	Jillianne Trunnell	50.00
35896	9/9/2016	Ji Yoon Hwang	25.00
35897	9/9/2016	Joanne Byrd	35.00
35898	9/9/2016	Joanne Kissling	545.00
35899	9/9/2016	Joanne Pai	25.00
35900	9/9/2016	Jody Johancsik	25.00
35901	9/9/2016	Joe Chandler	100.00
35902	9/9/2016	Joe Lopez	70.00
35903	9/9/2016	Joe Lucero	160.00
35904	9/9/2016	John Atilano	50.00
35905	9/9/2016	John Doukas	125.00
35906	9/9/2016	John F Peterson	325.00
35907	9/9/2016	Johannah Falke	25.00
35908	9/9/2016	John Patrick Fernandes	715.00
35909	9/9/2016	John Fitzgerald	75.00
35910	9/9/2016	John Gasca	50.00
35911	9/9/2016	John Gregory	50.00
35912	9/9/2016	Johnathan Hopper	25.00
35913	9/9/2016	John Lacher	100.00
35914	9/9/2016	John Luciano	75.00
35915	9/9/2016	Jon Gesch	75.00
35916	9/9/2016	Jonathan Huertas	13.00
35917	9/9/2016	Jon Martens	25.00
35918	9/9/2016	Jordan Evans	19.00
35919	9/9/2016	Jorn Fox	300.00
35920	9/9/2016	Jorden Hobbs	10.00
35921	9/9/2016	Jordyn Rodriguez	118.00
35922	9/9/2016	Jordan Ward	62.00
35923	9/9/2016	Joseph Lee	75.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35924	9/9/2016	Joshua Muscat	4.00
35925	9/9/2016	Joseph Strubbe	125.00
35926	9/9/2016	Jourdan Cerillo	15.00
35927	9/9/2016	Joy Hodge	275.00
35928	9/9/2016	Juan Baez	17.00
35929	9/9/2016	Juan Duran	11.00
35930	9/9/2016	Judy Bryant	25.00
35931	9/9/2016	Judy Fettig	15.00
35932	9/9/2016	Judith McNeal	75.00
35933	9/9/2016	Judy Wesson	15.00
35934	9/9/2016	Juliet Allred	10.00
35935	9/9/2016	Julio Aranda	123.00
35936	9/9/2016	Julio Ceaser Aranda	110.00
35937	9/9/2016	Julianne Harty	25.00
35938	9/9/2016	Julie Purchase	75.00
35939	9/9/2016	Julia Tellier	25.00
35940	9/9/2016	Julie Zambrano	50.00
35941	9/9/2016	June McGuckin	15.00
35942	9/9/2016	June OConnell	25.00
35943	9/9/2016	Kaden Kirsch	20.00
35944	9/9/2016	Kaitlyn Kavanagh	40.00
35945	9/9/2016	Kamryn Haiber	20.00
35946	9/9/2016	Karen Alloway	75.00
35947	9/9/2016	Karen Bridges	75.00
35948	9/9/2016	Karen Stachowitz	35.00
35949	9/9/2016	Kasia Albright	35.00
35950	9/9/2016	Kathryn Bayles	3.00
35951	9/9/2016	Katie Beason	665.00
35952	9/9/2016	Katelyn Black	16.00
35953	9/9/2016	Katie Crawford	75.00
35954	9/9/2016	Kathy Davis	125.00
35955	9/9/2016	Kate Elizabeth Simmons	25.00
35956	9/9/2016	Katie Fischer	45.00
35957	9/9/2016	Katie Gekler	80.00
35958	9/9/2016	Kathy Gonzalez	50.00
35959	9/9/2016	Katie Hart	400.00
35960	9/9/2016	Kathleen James	25.00
35961	9/9/2016	Kathy Razo	50.00
35962	9/9/2016	Kathryn Reinhardt	50.00
35963	9/9/2016	Kathleen Reynolds	50.00
35964	9/9/2016	Katrina Savage	95.00
35965	9/9/2016	Katie Shreve	25.00
35966	9/9/2016	Kayleigh Linkous	16.00
35967	9/9/2016	Kaz Kishimoto	25.00
35968	9/9/2016	Kealia Amorin	50.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
35969	9/9/2016	Kelly Bohart	30.00
35970	9/9/2016	Kelsey Gomez	106.00
35971	9/9/2016	Kelly Harrah	75.00
35972	9/9/2016	Kelsey Wong	75.00
35973	9/9/2016	Ken Cowell	800.00
35974	9/9/2016	Kenneth Hart	100.00
35975	9/9/2016	Kendall Mateus	90.00
35976	9/9/2016	Kenneth Ouellette	25.00
35977	9/9/2016	Kendyll Propes	50.00
35978	9/9/2016	Kim Boltz	40.00
35979	9/9/2016	Kim Campanelli	75.00
35980	9/9/2016	Kim Crowther	50.00
35981	9/9/2016	Kim De La Fuente	25.00
35982	9/9/2016	Kimberly Valles	75.00
35983	9/9/2016	Kimberly Walden	35.00
35984	9/9/2016	Kirsten Johnson	625.00
35985	9/9/2016	Kitty Beckmann	90.00
35986	9/9/2016	Kristie Koeplin	290.00
35987	9/9/2016	Kristina Koontz	100.00
35988	9/9/2016	Kristina Savage	95.00
35989	9/9/2016	Kyle Kruse	100.00
35990	9/9/2016	Kylee Medlin	11.00
35991	9/9/2016	Laberta Malone	200.00
35992	9/9/2016	La Habra FFA	210.00
35993	9/9/2016	La Habra Hilltoppers 4-H	60.00
35994	9/9/2016	Lakesha Robinson	25.00
35995	9/9/2016	Lancia Rajanayagam	10.00
35996	9/9/2016	Larelle Hendon	20.00
35997	9/9/2016	Larry Olson	475.00
35998	9/9/2016	Larry Pollack	50.00
35999	9/9/2016	Laura Roberts	225.00
36000	9/9/2016	Lauren Skinner	25.00
36001	9/9/2016	LaVaun Ward	25.00
36002	9/9/2016	LeAnne E Moore	75.00
36003	9/9/2016	Leann Gatz	25.00
36004	9/9/2016	Lea Jacobson	35.00
36005	9/9/2016	Leonardo Picasso	15.00
36006	9/9/2016	Leslie Diaz	1,060.00
36007	9/9/2016	Leslie Hargrove	25.00
36008	9/9/2016	Leslie Martinez	19.00
36009	9/9/2016	Lexi Barnett	14.00
36010	9/9/2016	Lilith Christopher	25.00
36011	9/9/2016	Lillian Hu	25.00
36012	9/9/2016	Lilliann Meek	46.00
36013	9/9/2016	Linda Conn	25.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36014	9/9/2016	Linda Eder Colquitt	910.00
36015	9/9/2016	Linda Pitts	10.00
36016	9/9/2016	Linda Schulthess	300.00
36017	9/9/2016	Linda Treadway-Dillmon	25.00
36018	9/9/2016	Lindsey Williams	20.00
36019	9/9/2016	Lisa Altfest	25.00
36020	9/9/2016	Lisa Detrick	100.00
36021	9/9/2016	Lisa Ikerd-Carradine	75.00
36022	9/9/2016	Lisa Nottingham	75.00
36023	9/9/2016	Lisa Poper	25.00
36024	9/9/2016	Lisa Trujillo	100.00
36025	9/9/2016	Lisa Wallace	10.00
36026	9/9/2016	Liudmila Carson	25.00
36027	9/9/2016	Lizzie Moore	15.00
36028	9/9/2016	Logan Sara	26.00
36029	9/9/2016	Lois A. Joachimstaler	25.00
36030	9/9/2016	Loretta Castaneda	25.00
36031	9/9/2016	Loretta Cisneros	430.00
36032	9/9/2016	Lori Klinger	75.00
36033	9/9/2016	Lori Maas	155.00
36034	9/9/2016	Lori Mendenhall	25.00
36035	9/9/2016	Louis Potter	480.00
36036	9/9/2016	Lucy Crabb	82.00
36037	9/9/2016	Luis Carrillo	13.00
36038	9/9/2016	Luke Goldade	110.00
36039	9/9/2016	Luselia Marin	75.00
36040	9/9/2016	Lynn Cauldwell	10.00
36041	9/9/2016	Lynn De Blasio	25.00
36042	9/9/2016	Lynne Muslin	25.00
36043	9/9/2016	Lynn Rose	15.00
36044	9/9/2016	Mackenzie Adams	2.00
36045	9/9/2016	Macy Alcott	30.00
36046	9/9/2016	Mac Kenzie Conway	40.00
36047	9/9/2016	Madison Cota	95.00
36048	9/9/2016	Madeline Ford	80.00
36049	9/9/2016	Madeline Kline	100.00
36050	9/9/2016	Madeline McNeil	28.00
36051	9/9/2016	Madeline Montegani	40.00
36052	9/9/2016	Madison Shelley	52.00
36053	9/9/2016	Maegan Romanello	10.00
36054	9/9/2016	Maggie Mangold	100.00
36055	9/9/2016	Magie Smith-Fleisher	100.00
36056	9/9/2016	Manny Olmedo	75.00
36057	9/9/2016	Marla Borokoff	75.00
36058	9/9/2016	Martha Bryan	25.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36059	9/9/2016	Martha Burke	75.00
36060	9/9/2016	Marcy Crede-Booth	75.00
36061	9/9/2016	Mark Dorfman	25.00
36062	9/9/2016	Marian Drum	150.00
36063	9/9/2016	Mary Fairfield	25.00
36064	9/9/2016	Marilyn Fredrickson	25.00
36065	9/9/2016	Maria Gaeta	16.00
36066	9/9/2016	Maria Garzon	15.00
36067	9/9/2016	Margaret Chamberlain	35.00
36068	9/9/2016	Marian Hester	100.00
36069	9/9/2016	Mark Gregory Hosmer	100.00
36070	9/9/2016	Mary Huth	15.00
36071	9/9/2016	Mariana Chavez	17.00
36072	9/9/2016	Maria Sandoval	16.00
36073	9/9/2016	Mark Weber	50.00
36074	9/9/2016	Maria Lange	110.00
36075	9/9/2016	Mary Lee Gair	280.00
36076	9/9/2016	Margaret Marcy	25.00
36077	9/9/2016	Marcia McCormack	125.00
36078	9/9/2016	Maryjane Midstokke	85.00
36079	9/9/2016	Marie Miyashiro	125.00
36080	9/9/2016	Marian Nicholas	300.00
36081	9/9/2016	Maritza Nighswonger	515.00
36082	9/9/2016	Marie Nussle	15.00
36083	9/9/2016	Mark Quinanola	75.00
36084	9/9/2016	Marta Hannah	15.00
36085	9/9/2016	Mary Mayer	25.00
36086	9/9/2016	Marysol Delatorre	25.00
36087	9/9/2016	Masen Karsten	19.00
36088	9/9/2016	Matthew Brtis	25.00
36089	9/9/2016	Matthew Corona	75.00
36090	9/9/2016	Maurice Masequesmay	150.00
36091	9/9/2016	Maureen Nolen	100.00
36092	9/9/2016	Max Horan	29.00
36093	9/9/2016	Mckenna Laban	20.00
36094	9/9/2016	Meagan Cole	100.00
36095	9/9/2016	Melanie Glazier	75.00
36096	9/9/2016	Melody Henderson	75.00
36097	9/9/2016	Melissa Pyun	75.00
36098	9/9/2016	Melissa Sara	48.00
36099	9/9/2016	Melinda Villegas	10.00
36100	9/9/2016	Mercedese Bantz	25.00
36101	9/9/2016	Michelle Bemmer	10.00
36102	9/9/2016	Michael Biehl	150.00
36103	9/9/2016	Michael Cushing MD	25.00



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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36104	9/9/2016	Michelle Dean	25.00
36105	9/9/2016	Michael Getscher	75.00
36106	9/9/2016	Michael Schwartz	100.00
36107	9/9/2016	Michael Henderson	75.00
36108	9/9/2016	Michael Jones	25.00
36109	9/9/2016	Michael Kotzin	100.00
36110	9/9/2016	Michelle Leamons	12.00
36111	9/9/2016	Michael Mejia	12.00
36112	9/9/2016	Michael Ostin	8.00
36113	9/9/2016	Michael Parsons	35.00
36114	9/9/2016	Michele Sabini	15.00
36115	9/9/2016	Michael Ward	75.00
36116	9/9/2016	Micaela Yoon	18.00
36117	9/9/2016	Mike Isaacson	75.00
36118	9/9/2016	Miki Ohara	75.00
36119	9/9/2016	Mikaelynn Popp	50.00
36120	9/9/2016	Mikai Sun	16.00
36121	9/9/2016	Missy Sponagle	50.00
36122	9/9/2016	Mollie Hernandez	13.00
36123	9/9/2016	Molly Woodward	25.00
36124	9/9/2016	Morgan Gramian	15.00
36125	9/9/2016	Morgan Ortiz	25.00
36126	9/9/2016	Morgan Shapen	50.00
36127	9/9/2016	Morris Thurston	75.00
36128	9/9/2016	Mossimo Mascio	26.00
36129	9/9/2016	Mission Viejo FFA	200.00
36130	9/9/2016	Nancy Ekelund	15.00
36131	9/9/2016	Nancy Holleman	25.00
36132	9/9/2016	Nancy Miller	25.00
36133	9/9/2016	Nancy Ronquillo	25.00
36134	9/9/2016	Nancee Siebert	430.00
36135	9/9/2016	Nancy Young	75.00
36136	9/9/2016	Nathaniel Anderson	25.00
36137	9/9/2016	Natalie Baugh	75.00
36138	9/9/2016	Nat Coll	25.00
36139	9/9/2016	Nathan Miller	25.00
36140	9/9/2016	Nicole Brockried	61.00
36141	9/9/2016	Nicole Cervantes	15.00
36142	9/9/2016	Nicole Midstokke	125.00
36143	9/9/2016	Nic Page	15.00
36144	9/9/2016	Nicole Palumbo	50.00
36145	9/9/2016	Nicole Rosenow	30.00
36146	9/9/2016	Nicholas St. Clair	100.00
36147	9/9/2016	Nichole Torres	17.00
36148	9/9/2016	Nicky Tracy	40.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36149	9/9/2016	Nikki Johnson	500.00
36150	9/9/2016	Niloofer Parvas	1,925.00
36151	9/9/2016	Nina Ostensen	25.00
36152	9/9/2016	Olivia Frazier	75.00
36153	9/9/2016	Olivia Reynolds	16.00
36154	9/9/2016	Onya Tolmasoff	75.00
36155	9/9/2016	Orange Acres Backbreakers 4-H	100.00
36156	9/9/2016	Orange FFA Boosters	30.00
36157	9/9/2016	Oscar Ledesma	20.00
36158	9/9/2016	P. Melanie Vliet	50.00
36159	9/9/2016	Paige Lant	40.00
36160	9/9/2016	Paige Oden	100.00
36161	9/9/2016	Pamela Garretson	25.00
36162	9/9/2016	Patricia Chase	15.00
36163	9/9/2016	Patricia Conover	75.00
36164	9/9/2016	Patricia Guest	180.00
36165	9/9/2016	Patrick Hotra	75.00
36166	9/9/2016	Patrick Kim	50.00
36167	9/9/2016	Patti Kohles	25.00
36168	9/9/2016	Patricia Stanislawczyk	700.00
36169	9/9/2016	Pat Stanislawczyk	70.00
36170	9/9/2016	Patty Turrell	120.00
36171	9/9/2016	Patti Yunker	300.00
36172	9/9/2016	Paul Brower	50.00
36173	9/9/2016	Paul Del Piero	40.00
36174	9/9/2016	Paul Grybow	300.00
36175	9/9/2016	Paul Hoffman	50.00
36176	9/9/2016	Paul Milligan	25.00
36177	9/9/2016	Paula Neil	50.00
36178	9/9/2016	Paula Purpura	75.00
36179	9/9/2016	Peggie Berry	75.00
36180	9/9/2016	Peggie Jenkins	25.00
36181	9/9/2016	Peyton Pointer	30.00
36182	9/9/2016	Phillip Colquitt	965.00
36183	9/9/2016	Philip Polanco	10.00
36184	9/9/2016	Phillip Pullion	30.00
36185	9/9/2016	Phyllis Ridenour	20.00
36186	9/9/2016	Preston Bigham	78.00
36187	9/9/2016	R. Mike Nichols	100.00
36188	9/9/2016	Rachel Cornejo	15.00
36189	9/9/2016	Raini Armstrong	75.00
36190	9/9/2016	Ralph Crowther	100.00
36191	9/9/2016	Randy Bohart	10.00
36192	9/9/2016	Randy Shumaker	918.75
36193	9/9/2016	Randall Stoner	300.00

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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36194	9/9/2016	Rebecca Aguilar	75.00
36195	9/9/2016	Rebecca Brand	95.00
36196	9/9/2016	Renee Stringer	75.00
36197	9/9/2016	Rhonda Meyer	10.00
36198	9/9/2016	Richard Miller	100.00
36199	9/9/2016	Riley Waite	725.00
36200	9/9/2016	Rita Blue-Storck	50.00
36201	9/9/2016	Robert Anslow	100.00
36202	9/9/2016	Robin Blandford	65.00
36203	9/9/2016	Robin Currier	25.00
36204	9/9/2016	Robert Perrault	75.00
36205	9/9/2016	Robin Facer	20.00
36206	9/9/2016	Robert Kissling	215.00
36207	9/9/2016	Robert Morrisette	100.00
36208	9/9/2016	Robert Olinto	100.00
36209	9/9/2016	Robin Ralls	40.00
36210	9/9/2016	Robert Slane	75.00
36211	9/9/2016	Robert Walters	25.00
36212	9/9/2016	Robert Ward	64.00
36213	9/9/2016	Robert Williams	50.00
36214	9/9/2016	Rodolfo Diaz	14.00
36215	9/9/2016	Roger Espinosa	100.00
36216	9/9/2016	Roland Escalona	75.00
36217	9/9/2016	Roman Leon	18.00
36218	9/9/2016	Ron Bartczak	100.00
36219	9/9/2016	Ron Grabyan	50.00
36220	9/9/2016	Ronnie Haigler	100.00
36221	9/9/2016	Rosemary Bagnara	60.00
36222	9/9/2016	Ross Gilroy	525.00
36223	9/9/2016	Rosalind Villasenor	75.00
36224	9/9/2016	Roxana Gough Eschrich	35.00
36225	9/9/2016	Ruth Oakes	25.00
36226	9/9/2016	Ryan Bayles	6.00
36227	9/9/2016	Ryan Danielson	25.00
36228	9/9/2016	Ryan Enslow	19.00
36229	9/9/2016	Ryan Lawton	100.00
36230	9/9/2016	Rylee Ridenour	25.00
36231	9/9/2016	Samantha Mar	10.00
36232	9/9/2016	Samantha Stewart	112.00
36233	9/9/2016	Sandra Nelipovich	100.00
36234	9/9/2016	Sandy Saenz	35.00
36235	9/9/2016	Sandy VanEcho	990.00
36236	9/9/2016	Sarah Milliken	110.00
36237	9/9/2016	Sarah Bordelon	25.00
36238	9/9/2016	Sarah Coker	66.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36239	9/9/2016	Sarah Held	75.00
36240	9/9/2016	Sarah Maloof	175.00
36241	9/9/2016	Sarah Martin	821.00
36242	9/9/2016	Sarah Mills	384.00
36243	9/9/2016	Sara Petrella	50.00
36244	9/9/2016	Saren Rem	110.00
36245	9/9/2016	Sarah Rotschafer	100.00
36246	9/9/2016	Sasha Walters	70.00
36247	9/9/2016	Scott Kentopian	50.00
36248	9/9/2016	Scott Miller	52.00
36249	9/9/2016	Scott Tokar	50.00
36250	9/9/2016	Sergio Picasso	17.00
36251	9/9/2016	Sharon Asariah	20.00
36252	9/9/2016	Shant Beudjekian	50.00
36253	9/9/2016	Shantal Dirnbach	19.00
36254	9/9/2016	Shane Kennington	12.00
36255	9/9/2016	Shayna Pickens	75.00
36256	9/9/2016	Shanna Rosa	70.00
36257	9/9/2016	Shannon Turner	85.00
36258	9/9/2016	Shannon Zintgraff	20.00
36259	9/9/2016	Sheree Curoso	30.00
36260	9/9/2016	Sheila Levine	50.00
36261	9/9/2016	Shelby Mills	25.00
36262	9/9/2016	Shelby Ward	16.00
36263	9/9/2016	Shirley Renfro	40.00
36264	9/9/2016	Shirley Yarnold	75.00
36265	9/9/2016	Shu Chi Liou	25.00
36266	9/9/2016	Simone Thompkins	25.00
36267	9/9/2016	Six Stitches Sewing Club	60.00
36268	9/9/2016	Sofia Paff	8.00
36269	9/9/2016	Sonora FFA	220.00
36270	9/9/2016	Sonia Nelson	25.00
36271	9/9/2016	Sophia Chang	25.00
36272	9/9/2016	Sophie Taylor	35.00
36273	9/9/2016	Stacy Giorgetti	15.00
36274	9/9/2016	Stacy Rauh	35.00
36275	9/9/2016	Stephanie Chan	60.00
36276	9/9/2016	Steven Fujinaka	75.00
36277	9/9/2016	Stephen Heller	185.00
36278	9/9/2016	Stefanie Hockett	155.00
36279	9/9/2016	Steve Paul	290.00
36280	9/9/2016	Summer Lane	25.00
36281	9/9/2016	Sunny Hills FFA	220.00
36282	9/9/2016	Susan Allen	50.00
36283	9/9/2016	Susan Arnold	10.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36284	9/9/2016	Susan Asato	15.00
36285	9/9/2016	Susan Butler	50.00
36286	9/9/2016	Susie Kisling	75.00
36287	9/9/2016	Susan Ping	15.00
36288	9/9/2016	Suzanne Greenberg	50.00
36289	9/9/2016	Sydney Mycroft	70.00
36290	9/9/2016	Sydnee Ragland	34.00
36291	9/9/2016	Tafari Fynn	75.00
36292	9/9/2016	Tami Lykens	45.00
36293	9/9/2016	Tarik Mask	75.00
36294	9/9/2016	Taylor Coker	146.00
36295	9/9/2016	Taylor McLuckey	10.00
36296	9/9/2016	Taya Riley	25.00
36297	9/9/2016	Terry Crowther	100.00
36298	9/9/2016	Terese Smith	25.00
36299	9/9/2016	Tess Israelson	100.00
36300	9/9/2016	Thao Nguyen	25.00
36301	9/9/2016	Thea Chow	20.00
36302	9/9/2016	Therese Dryer Torres	1,275.00
36303	9/9/2016	Thomas Chisnall	275.00
36304	9/9/2016	Thomas Probert	50.00
36305	9/9/2016	Tianna Weiland	160.00
36306	9/9/2016	Tiffany Chang	25.00
36307	9/9/2016	Timothy Cirata	8.00
36308	9/9/2016	Timothy Diaz	685.00
36309	9/9/2016	Ting Hsu	25.00
36310	9/9/2016	Todd Grossen	18.00
36311	9/9/2016	Todd Holtkamp	150.00
36312	9/9/2016	Tom Dunlap	15.00
36313	9/9/2016	Tom Thornton	300.00
36314	9/9/2016	Toni Hammork	30.00
36315	9/9/2016	Tracy Anderson	75.00
36316	9/9/2016	Travis Baggett	25.00
36317	9/9/2016	Tracie Gutel	10.00
36318	9/9/2016	Tracie LaMee	10.00
36319	9/9/2016	Trabuco Trailblazers	260.00
36320	9/9/2016	Trinity Figurate	19.00
36321	9/9/2016	Tuan Le	100.00
36322	9/9/2016	Tyler Brooks	75.00
36323	9/9/2016	Tyler Kline	16.00
36324	9/9/2016	Tyler Miranda	15.00
36325	9/9/2016	Tyler Mollenkramer	19.00
36326	9/9/2016	Valdemar Ascencio	100.00
36327	9/9/2016	Valorie Denton	25.00
36328	9/9/2016	Valerie Morris	25.00

**OC Fair & Event Center  
Premium Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
36329	9/9/2016	Valorie Hall	100.00
36330	9/9/2016	Veronica Purpura	100.00
36331	9/9/2016	Victoria Greene	95.00
36332	9/9/2016	Vicki Miller	15.00
36333	9/9/2016	Victor Sandoval	36.00
36334	9/9/2016	Vince James Simmons	25.00
36335	9/9/2016	Vincent Mattina	75.00
36336	9/9/2016	Vivian Wanamaker	16.00
36337	9/9/2016	Wendy Evans	25.00
36338	9/9/2016	William Enloe	20.00
36339	9/9/2016	William Gallegos	18.00
36340	9/9/2016	Yanett Ortiz	75.00
36341	9/9/2016	Yorba Linda Cloverleaf 4-H	270.00
36342	9/9/2016	Yulissa Pena	14.00
36343	9/9/2016	Yun Jeong Choi	25.00
36344	9/9/2016	Yvan Tran	75.00
36345	9/9/2016	Zoe Hebbard	25.00
36346	9/9/2016	Zolie Pham	20.00
<b>Total September 2016 Premium Checks</b>			<b>85,535.75</b>

**OC Fair & Event Center  
Junior Livestock Auction Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
11788	9/6/2016	Adrianna Garcia	183.00
11789	9/6/2016	Alexander Aguilar	990.50
11790	9/6/2016	Anastasia Harris	690.50
11791	9/6/2016	Andrew Wickoff	946.00
11792	9/6/2016	Arianna Carlos	1,192.00
11793	9/6/2016	Aritza Palomares	178.00
11794	9/6/2016	Ashley Reyes	503.00
11795	9/6/2016	Brenda Vega	573.00
11796	9/6/2016	Brian Velazquez	609.25
11797	9/6/2016	Cecilia Sandoval	644.25
11798	9/6/2016	Daniel Delgado	881.75
11799	9/6/2016	Danyel Wickoff	1,125.75
11800	9/6/2016	Devan Muro	640.50
11801	9/6/2016	Diana Ontiveros	392.00
11802	9/6/2016	Edwin Madrid	991.50
11803	9/6/2016	Elizabeth Lorenz	413.00
11804	9/6/2016	Faith Bell	466.75
11805	9/6/2016	Gabriel Barry	613.00
11806	9/6/2016	Isabel Trout	936.75
11807	9/6/2016	Jasmine Hernandez	468.00
11808	9/6/2016	Jassar Sorto	502.00
11809	9/6/2016	Juan Aguilar	594.25
11810	9/6/2016	Maria Gaeta	858.00
11811	9/6/2016	Maria Sandoval	489.25
11812	9/6/2016	Nancy De Jesus	432.25
11813	9/6/2016	Paulina Cortez	173.00
11814	9/6/2016	Paulina Trujillo	198.00
11815	9/6/2016	Pilar Gil	453.00
11816	9/6/2016	Rodolfo Diaz	934.25
11817	9/6/2016	Rosa Abrego	293.00
11818	9/6/2016	Rosario Diaz	496.75
11819	9/6/2016	Samantha Cervantes	273.00
11820	9/6/2016	Sandra Corona	499.25
11821	9/6/2016	Sofia Azpeitia	1,267.50
11822	9/6/2016	Tayah Bell	455.50
11823	9/6/2016	Trinity Figurate	518.00
11824	9/6/2016	Tyler Miranda	781.00
11825	9/6/2016	Centennial Farm Foundation	2,943.78
11826	9/6/2016	Macy Alcott	857.00
11827	9/6/2016	Paige Alcott	873.00
11828	9/6/2016	Alex Boulton	643.00
11829	9/6/2016	Alex Ravelo	1,033.00
11830	9/6/2016	Amber Clark	505.50
11831	9/6/2016	Andrew Weske	785.00
11832	9/6/2016	Brianna Arango	418.25

**OC Fair & Event Center  
Junior Livestock Auction Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
11833	9/6/2016	Briana Kowny	591.00
11834	9/6/2016	Brianna LeDay	621.00
11835	9/6/2016	Camila Campos	373.00
11836	9/6/2016	Carly Jenkins	1,513.00
11837	9/6/2016	Carolina Yanez	487.00
11838	9/6/2016	Charlotte Clark	988.00
11839	9/6/2016	Christian Salvatierra	415.00
11840	9/6/2016	Connor Sessions	488.00
11841	9/6/2016	Elizabeth Rios	476.75
11842	9/6/2016	Emily Emch	573.00
11843	9/6/2016	Erin Maurer	512.50
11844	9/6/2016	Hannah Harkins	490.50
11845	9/6/2016	Hayden Harkins	473.00
11846	9/6/2016	Jada Wallace	389.00
11847	9/6/2016	Jessica Stoltner	423.50
11848	9/6/2016	Jolie Thomas	500.00
11849	9/6/2016	Jonathan Garcia	445.50
11850	9/6/2016	Jorge Agustin	550.50
11851	9/6/2016	Jordyn Rodriguez	8,825.50
11852	9/6/2016	Juan Duran	408.00
11853	9/6/2016	Katie Morales	834.25
11854	9/6/2016	Kate Thompson	1,148.00
11855	9/6/2016	Kelsey Ratelle	173.00
11856	9/6/2016	Lindsey Diaz	438.50
11857	9/6/2016	Lizzie Moore	6,954.50
11858	9/6/2016	Lizzy Renteria	431.00
11859	9/6/2016	Mariana Chavez	521.00
11860	9/6/2016	Mark Kuhns	694.00
11861	9/6/2016	Max Horan	839.25
11862	9/6/2016	Mckenna Laban	609.25
11863	9/6/2016	Melissa Martinez	438.50
11864	9/6/2016	Michaela Reyes	188.00
11865	9/6/2016	Nic Page	911.75
11866	9/6/2016	Ricky Moreno	377.00
11867	9/6/2016	Samantha Gutierrez	426.75
11868	9/6/2016	Seth Carson	373.00
11869	9/6/2016	Shane Nelson	432.00
11870	9/6/2016	Tucker Sessions	554.25
11871	9/6/2016	Tyler Mollenkramer	3,640.50
11872	9/6/2016	Victor Jimenez	981.76
11873	9/6/2016	Jim Bailey Scholarship	966.84
11874	9/6/2016	Alma Hernandez	461.00
11875	9/6/2016	Ashley Gonzalez	499.00
11876	9/6/2016	Brandon Loeff	877.75
11877	9/6/2016	Casey Gillam	495.50



**OC Fair & Event Center  
Junior Livestock Auction Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
11878	9/6/2016	Cassidy Ryti	515.50
11879	9/6/2016	Celine Apen	468.00
11880	9/6/2016	Charlotte Irizarry	4,208.00
11881	9/6/2016	Daniela Acosta	553.00
11882	9/6/2016	Eduardo Martinez	446.00
11883	9/6/2016	Emily Montierth	439.00
11884	9/6/2016	Gilbert Duran	849.50
11885	9/6/2016	Isabella Jacobsen	6,968.00
11886	9/6/2016	Jacob Grossen	548.00
11887	9/6/2016	Jason Chavez	685.75
11888	9/6/2016	Jena Schuh	843.00
11889	9/6/2016	Jonathan Ramos	583.00
11890	9/6/2016	Juliann Molnar	554.24
11891	9/6/2016	Kendra Eglund	489.25
11892	9/6/2016	Nicholas Call	423.00
11893	9/6/2016	Nichole Torres	3,514.00
11894	9/6/2016	Noemi Rojo	500.50
11895	9/6/2016	Roman Leon	585.00
11896	9/6/2016	Samantha Stewart	685.50
11897	9/6/2016	Todd Grossen	5,453.00
11898	9/6/2016	Amy Allinson	574.00
11899	9/6/2016	Dominique Montes	1,201.50
11900	9/6/2016	Erin Irizarry	657.50
11901	9/6/2016	Kamryn Haiber	1,366.76
11902	9/6/2016	Matthew Corona	952.75
11903	9/6/2016	Mollie Hernandez	912.00
11904	9/6/2016	Sydney Mycroft	898.00
11905	9/6/2016	Tianna Weiland	642.00
11906	9/6/2016	Alex Maitland	708.00
11907	9/6/2016	Alexandra Ulans	633.00
11908	9/6/2016	Anna Grulikowski	678.63
11909	9/6/2016	Athena Hare	468.00
11910	9/6/2016	Aubrey Mills	817.37
11911	9/6/2016	Brianne Shannon	1,353.00
11912	9/6/2016	Cassie Turner	746.50
11913	9/6/2016	Citlali Diaz	428.00
11914	9/6/2016	Erica Redhead	585.50
11915	9/6/2016	Estee Goiea	568.00
11916	9/6/2016	Francesca de Boisblanc	881.75
11917	9/6/2016	Gabe Sanchez	755.00
11918	9/6/2016	Iliana Goodhew	566.75
11919	9/6/2016	Isabelle Johnson	692.50
11920	9/6/2016	Justin Norris	842.00
11921	9/6/2016	Leslie Villalobos	426.75
11922	9/6/2016	Lilly Montes	708.00

**OC Fair & Event Center  
Junior Livestock Auction Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
11923	9/6/2016	Michael Ostin	588.50
11924	9/6/2016	Rebecca Norris	478.00
11925	9/6/2016	Tyler Norris	613.00
11926	9/6/2016	Abigael May	278.00
11927	9/6/2016	Alexus Caudle	778.00
11928	9/6/2016	Bryson Sara	895.50
11929	9/6/2016	Cameron Stephen	939.00
11930	9/6/2016	Dylan Mongan	438.00
11931	9/6/2016	Erin Mongan	838.00
11932	9/6/2016	Erin Perez	1,211.75
11933	9/6/2016	Hamzah Yamani	323.00
11934	9/6/2016	Jamie Cartwright	743.00
11935	9/6/2016	Leonardo Picasso	418.00
11936	9/6/2016	Nicole Rosenow	278.00
11937	9/6/2016	Nickolas Stephen	493.00
11938	9/6/2016	Ryan Jeltema	874.25
11939	9/6/2016	Sergio Picasso	836.00
11940	9/6/2016	William Gallegos	444.00
11941	9/6/2016	Adam Johnson	927.00
11942	9/6/2016	Adilen Torres	828.00
11943	9/6/2016	Amberlynn Stephens	488.00
11944	9/6/2016	Angela Gutierrez	637.00
11945	9/6/2016	Angie Martinez	238.00
11946	9/6/2016	Ashley Sevilla	406.50
11947	9/6/2016	Ashley Yanez	499.25
11948	9/6/2016	Christopher Porter	703.00
11949	9/6/2016	Cydney Scolaro	4,197.75
11950	9/6/2016	Dani Barnett	737.00
11951	9/6/2016	Emily Contreras	483.00
11952	9/6/2016	Giselle Razo	485.00
11953	9/6/2016	Jeanna Valdez	479.00
11954	9/6/2016	VOID	-
11955	9/6/2016	Jennifer Valencia	505.50
11956	9/6/2016	Johnny Gonzalez	673.00
11957	9/6/2016	Jourdan Cerillo	554.50
11958	9/6/2016	Juan Baez	563.00
11959	9/6/2016	Justin Morales	578.00
11960	9/6/2016	Katie Hernandez	487.00
11961	9/6/2016	Kaylee Ayers	523.00
11962	9/6/2016	Keeanna Mathews	583.00
11963	9/6/2016	Kory Hicks	463.00
11964	9/6/2016	Leslie Martinez	563.00
11965	9/6/2016	Leslie Morris	283.00
11966	9/6/2016	Liana Stephenson	213.00
11967	9/6/2016	Manuel Casas	128.00

**OC Fair & Event Center  
Junior Livestock Auction Checks Summary  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
11968	9/6/2016	Marilyn Guerra	293.00
11969	9/6/2016	Mary McGovern	433.00
11970	9/6/2016	Michelle Sanders	1,443.00
11971	9/6/2016	Mikayella Beck	1,369.00
11972	9/6/2016	Nancy Garcia	6,818.00
11973	9/6/2016	Oscar Rolon	553.00
11974	9/6/2016	Rogelio Ortiz	698.25
11975	9/6/2016	Ryan Enslow	3,957.00
11976	9/6/2016	Sarah Hill	4,824.00
11977	9/6/2016	Timothy Lewis	545.00
11978	9/6/2016	Valerie Castanon	278.00
11979	9/6/2016	Victoria Lewis	583.00
11980	9/6/2016	Zach Adair	178.00
11981	9/6/2016	Abigail Chun	577.00
11982	9/6/2016	Abraham McCloskey	198.00
11983	9/6/2016	Adriana Lopez	323.00
11984	9/6/2016	Adrian Martinez	438.00
11985	9/6/2016	Aimee Marquez	4,057.00
11986	9/6/2016	Alex McLellan	413.00
11987	9/6/2016	Alyssa Stanfill	955.50
11988	9/6/2016	Amanda Chang	453.00
11989	9/6/2016	Amanda Turner	608.00
11990	9/6/2016	Amber Bliznik	223.00
11991	9/6/2016	Anais Ayala	373.00
11992	9/6/2016	Andrew Kim	683.00
11993	9/6/2016	Andrew Ontiveros	418.00
11994	9/6/2016	Annabel McDonald	173.00
11995	9/6/2016	Annika Shriver	505.00
11996	9/6/2016	Anthony Davila	383.00
11997	9/6/2016	Breanna Reyes	198.00
11998	9/6/2016	Brenden Stanfill	848.00
11999	9/6/2016	Breanna Uyeno	1,213.00
12000	9/6/2016	Brian Moran	248.00
12001	9/6/2016	Caleina Hong	358.00
12002	9/6/2016	Camille Huffman	425.50
12003	9/6/2016	Catherine Bunts	585.00
12004	9/6/2016	Chris Oh	1,569.00
12005	9/6/2016	Daniel Best	1,088.50
12006	9/6/2016	Dariana Gaspar	412.00
12007	9/6/2016	Dennice Flores	457.25
12008	9/6/2016	Derek Owens	995.50
12009	9/6/2016	Donovan Williams	635.50
12010	9/6/2016	Eiman Tareen	273.00
12011	9/6/2016	Emily Colby	765.50
12012	9/6/2016	Emily Miramontes	729.00

**OC Fair & Event Center  
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<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
12013	9/6/2016	Gabriela Rounds	450.00
12014	9/6/2016	Heather Hunt	5,580.50
12015	9/6/2016	Jessica Calhoun	472.00
12016	9/6/2016	Jessica Ontiveros	5,100.50
12017	9/6/2016	Jordan Evans	986.75
12018	9/6/2016	Josh Acosta	398.00
12019	9/6/2016	Julianne Santos	415.00
12020	9/6/2016	Katelyn Black	689.25
12021	9/6/2016	Kylie Autor-Parks	458.00
12022	9/6/2016	Lucas Kang	711.75
12023	9/6/2016	Luis Carrillo	3,841.00
12024	9/6/2016	Malia Arpon	679.50
12025	9/6/2016	Michael Mejia	423.00
12026	9/6/2016	Michelle Schade	478.00
12027	9/6/2016	Micaela Yoon	1,367.00
12028	9/6/2016	Mikai Sun	686.00
12029	9/6/2016	Raquel Parker	925.50
12030	9/6/2016	Samantha Cano	3,983.00
12031	9/6/2016	Samuel Ibarra	721.75
12032	9/6/2016	Sandy Dye	589.25
12033	9/6/2016	Shannon Billins	420.50
12034	9/6/2016	Shantal Dirnbach	605.50
12035	9/6/2016	Teresa Parrino	873.00
12036	9/6/2016	Valerie Morrow	183.00
12037	9/6/2016	Yulissa Pena	461.50
12038	9/6/2016	Alyssa Morgan	2,311.00
12039	9/6/2016	Audrey Mullins	618.25
12040	9/6/2016	Bianca Wanamaker	288.00
12041	9/6/2016	Dalton Mullins	1,141.00
12042	9/6/2016	Emily Gamboa	1,639.25
12043	9/6/2016	Hannah Kredel-Speer	238.00
12044	9/6/2016	Isabella Carr	3,498.00
12045	9/6/2016	Ivy Malone	2,243.00
12046	9/6/2016	Jaden Morgan	993.00
12047	9/6/2016	Lexi Barnett	809.00
12048	9/6/2016	Morgan Ulrich	2,667.50
12049	9/6/2016	Oscar Ledesma	3,201.00
12050	9/6/2016	Sarah Coker	3,345.50
12051	9/6/2016	Sawyer Ragland	713.00
12052	9/6/2016	Shannon Zintgraff	2,818.00
12053	9/6/2016	Sydnee Ragland	2,149.50
12054	9/6/2016	Taylor Coker	5,758.00
12055	9/6/2016	Toni Hammork	2,939.25
12056	9/6/2016	Vivian Wanamaker	288.00
12057	9/6/2016	Adrian Saucedo	4,214.24

**OC Fair & Event Center  
Junior Livestock Auction Checks Summary  
September 2016**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
12058	9/6/2016	Brynn Denbo	1,058.00
12059	9/6/2016	Tyler Kline	617.00
12060	9/6/2016	Bobbi Rach And Diane Seibert Scholarship	274.24
12061	9/6/2016	Orange County 4-H	159.90
12062	9/6/2016	Alejandro Godina	623.00
12063	9/6/2016	Binh Diep	208.00
12064	9/6/2016	Cristian Flores	633.00
12065	9/6/2016	Erika Flores	615.50
12066	9/6/2016	Hector Vazquez	358.00
12067	9/6/2016	Jonathan Bautista	268.00
12068	9/6/2016	Jordan Blake	208.00
12069	9/6/2016	Joshua Gomez	4,078.00
12070	9/6/2016	Ricardo Cervantes	882.00
12071	9/6/2016	Rosa Barrera	183.00
12072	9/6/2016	Samuel Cruz	682.00
12073	9/6/2016	Alexander Dugan	1,180.50
12074	9/6/2016	Aveline Horn	520.00
12075	9/6/2016	Julio Aranda	4,202.50
12076	9/6/2016	Kayleigh Linkous	563.50
12077	9/6/2016	Kelsey Gomez	2,064.00
12078	9/6/2016	Kylee Medlin	1,211.00
12079	9/6/2016	Michael Parsons	5,356.00
12080	9/6/2016	Sarah Mills	1,381.00
12081	9/6/2016	Shane Kennington	459.00
<b>Total September 2016 Junior Livestock Auction Checks</b>			<b>296,302.51</b>

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

<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E14778178	9/2/2016	CA Public Employees Retirement System	167,365.00
E49354582	9/14/2016	Pitney Bowes Inc.	3,000.00
Eb0c4cebb8f	9/15/2016	Internal Revenue Service	9,600.00
Eb804f95a9f	9/30/2016	US Bank	111,751.58
ER3667776017	9/6/2016	Paypal, Inc.	59.95
<b>ACH Banking Fees / Credit Card Fees / Payroll Tax Transactions</b>			
American Express Credit Card Fees			7,381.12
Authorize.Net Fees			61.70
Banking Analysis Fee			13,961.27
Chargebacks			4,032.00
Gateway Services Fees			350.80
Global Pay Fees			90.83
Merchant Service Bankcard Fees			90,010.27
Paymentech Credit Card Merchant Fees			4,119.93
Payroll Taxes			145,270.45
<b>Total September 2016 Electronic Payments</b>			<b>557,054.90</b>



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

## OC Fair & Event Center November 2016 Events Calendar Features Heroes Hall Dedication Ceremony, Math Fair Plus Events for Gardeners, Fashionistas, Reptile Fans, Crafters and More

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

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

- 5 [Math Fair](#) ★  
*Free, family-fun event designed to excite young minds as they interact with mathematical activities, games and performances. The one-day event showcases the beauty of math and makes it accessible to all children and families.*  
**Hours:** Saturday 10 a.m.-6 p.m.  
**Admission:** Free  
**Information:** [mindresearch.org](http://mindresearch.org), [mathminds \[at\] mindresearch.org](mailto:mathminds@mindresearch.org), (949) 345-8700
- 5 [Centennial Farm Garden Class – Growing an Herb Garden](#)  
*Part lecture, part workshop, this garden class will first teach general identification, care and propagation techniques of the most popular herbs grown today. During the workshop participants will design and create their own herb container garden to take home. Tools, pots and herbs will be provided.*  
**Hours:** Saturday 9:30 a.m. (Classes last 1.5-2 hours unless otherwise specified.)  
**Admission:** \$5 (Pre-register online by Nov. 3)  
**Information:** [ocfair.com/gardenclasses](http://ocfair.com/gardenclasses), [CFGardenClass \[at\] ocfair.com](mailto:CFGardenClass@ocfair.com), (714) 708-1619
- 5 [StyleCon](#)  
*OC's biggest fashion and beauty event including fashion presentations, pop-up shops, beauty bars, makeup lounges, meet-and-greets with social media celebs and free goodie bags filled with beauty swag.*  
**Hours:** Saturday 10 a.m.-4 p.m.  
**Admission:** General \$39 (VIP packages available online)  
**Information:** [stylecon.com](http://stylecon.com), [info \[at\] stylecon.com](mailto:info@stylecon.com), (949) 697-0312
- 10-12 [Sugar Plum Arts & Crafts Festival](#)  
*Sugar Plum welcomes the holiday season with gifts to warm the heart and accessories that make a home. Shoppers can find quality hand-crafted merchandise made in the U.S. from more than 120 vendors plus antiques and collectibles.*  
**Hours:** Thursday-Friday 10 a.m.-8 p.m., Saturday 9 a.m.-5 p.m.  
**Admission:** Free  
**Information:** [sugarplumfestivals.com](http://sugarplumfestivals.com), (562) 598-0857,

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PlumCrazy [at] SugarPlumCrafts.com

- 11 [Heroes Hall Dedication Ceremony](#) ★  
*Join us as we dedicate the new Heroes Hall veterans museum with a free public ceremony that will include speeches, sneak peek at the first exhibits and more. All veterans and their families are invited to attend. This event is outdoors.*  
**Hours:** Friday 1 p.m.  
**Admission:** Free  
**Information:** [ocfair.com/heroeshall](http://ocfair.com/heroeshall), (714) 708-1501, heroeshall [at] ocfair.com
- 11 [Veterans + Labor Community Celebration](#) ★  
*Free community celebration with live music, free hot dogs, food drive for veterans, veterans resource fair, free health screenings and veteran organizations connecting veterans to jobs and other programs.*  
**Hours:** Friday 10:30 a.m.-2 p.m.  
**Admission:** Free  
**Information:** veteransandlabor.com, (714) 835-3355, cyatch [at] oceamember.org
- 12-13 [Repticon](#) ★  
*Two-day reptile event features vendors offering reptile pets, supplies, feeders, cages and merchandise as well as live animal seminars and raffles and more exciting, educational and family-oriented fun for everyone.*  
**Hours:** Saturday 10 a.m.-5 p.m. (VIP Early Entry at 9 a.m.), Sunday 10 a.m.-4 p.m.  
**Admission:** General/Adult \$10, Children (5-12) \$5 (Children 4 & younger are free)  
**Information:** repticon.com, RepticonEvents [at] repticon.biz, (863) 268-4273
- 12-13 [iBUYPOWER Masters](#)  
*A massive two-day gaming experience offering the second installment of Counter-Strike: Global Offensive tournament. Teams from all over the world battle for the \$100,000 prize pool.*  
**Hours:** Saturday-Sunday 9 a.m.-9 p.m. (Subject to Tournament Match Times)  
**Admission:** General Free, Weekend Ticket \$15, Premium Ticket \$40  
**Information:** [ibuypower.com/Masters](http://ibuypower.com/Masters), masters [at] ibuypower.com
- 18-19 [The Christmas Company](#) ★  
*Join us for the 41st Annual The Christmas Company with boutique shops, fun special events and giving back to the community! As the primary fundraiser for the Junior League of OC all funds raised will benefit those most in need.*  
**Hours:** Friday 10 a.m.-10 p.m. (Preferred Shopping 8-10 a.m.), Saturday 8 a.m.-8 p.m.  
**Admission:** General \$10 (Children 12 & younger are free)  
**Information:** [jlocc.org](http://jlocc.org), thechristmascompany [at] jlocc.org, (949) 261-0823
- 19 [Centennial Farm Garden Class – Pruning Fruit Trees – The Basics](#)  
*Learn the best time to prune stone fruit trees, citrus trees and avocado trees in Southern California. Isabel Barkman will cover the basics of pruning and why the pruning season here is different than the rest of the country and will also prepare attendees for the hands-on fruit pruning workshop in January.*  
**Hours:** Saturday 9:30 a.m. (Classes last 1.5-2 hours unless otherwise specified.)  
**Admission:** \$5 (Pre-register online by Nov. 17)  
**Information:** [ocfair.com/gardenclasses](http://ocfair.com/gardenclasses), CFGardenClass [at] ocfair.com,



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(714) 708-1619

- 19-20**     [Reef-A-Palooza](#) ★  
*World's largest marine (saltwater) aquarium show featuring rare and exotic tropical fish and corals from around the world. Industry professionals, manufacturers, retailers and hobbyists all under one roof.*  
**Hours:** Saturday 10 a.m.-6 p.m. (Early-Bird Access at 9:30 a.m.), Sunday 10 a.m.-4 p.m.  
**Admission:** General \$15, Senior (60+) \$10, Early Bird Access \$40 (Saturday Only) (Children 12 & younger are free)  
**Information:** reefapaloozashow.org, jcbean [at] gmail.com. (714) 926-8975
- 19-20**     [SCIC's 47th Annual Pow Wow](#) ★  
*Southern California Indian Center (SCIC), Inc.'s public intertribal cultural arts event offering experiences for the whole family including arts and crafts vendors and authentic American Indian food. This event serves as the largest fundraiser and outreach tool for SCIC, a non-profit organization.*  
**Hours:** Saturday 10 a.m. - 10 p.m., Sunday 10 a.m. - 6 p.m.  
**Admission:** General/Adult \$5, Senior (55+) \$3, Youth (13-17) \$3 (Children 12 & younger are free)  
**Information:** indiancenter.org, scicinfo [at] indiancenter.org, (714) 962-6673
- 19**         [The Mom Made Market](#) ★  
*Friday features "Ladies Night Out" with shopping, a DJ, giveaways and entertainment. Saturday offers shopping, photos with Santa and family-friendly and kid-friendly activities for more than just moms. Both days support "mom made businesses" featuring products that are handmade, homemade, designed by moms, run by moms or represented by moms.*  
**Hours:** Friday 3-9 p.m., Saturday 10 a.m.-3 p.m.  
**Admission:** General/Adult \$5, Child (3+) \$2 (Children 2 & younger are free)  
**Information:** themommademarket.com, Themommademarket [at] gmail.com
- 26-27**     [Crossroads of the West Gun Show](#)  
*Two-day gun and western American show.*  
**Hours:** Saturday 9 a.m.-5 p.m., Sunday 9 a.m.-4 p.m.  
**Admission:** \$16 (Children 12 and younger are free when accompanied by a parent or guardian)  
**Information:** crossroadsgunshows.com, (801) 544-9125, gunshows [at] crossroadsgunshows.com

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

## November 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.*

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

*Closed November 24-25*

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

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

### **Food Truck Fare** ★

*Enjoy a gourmet lunch every Thursday at the OC Fair & Event Center. Options vary each week and plenty of shaded seating and restrooms are available. Held near the Pacific Amphitheatre Box Office, enter at Gate 1 off Fair Drive.*

**Hours:** Thursday 11 a.m.-2 p.m.

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

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

### **Farmers Market** ★

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

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

**Admission and Parking:** Free

**Information:** Orange County Farm Bureau, [ocfarmbureau.org](http://ocfarmbureau.org), (714) 573-0374

### **Orange County Market Place** ★

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

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

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

**Information:** Tel Phil Enterprises, [ocmarketplace.com](http://ocmarketplace.com), (949) 723-6660

## **Mark Your Calendar: December 2016 Events**

- 1-14 Magic Trees Christmas Tree Lot
- 3 & 10 [Centennial Farm Garden Class – Make It, Take It, Winter Wreath](#)
- 8 Fight Club OC
- 9-10 Shoreline Dog Fanciers Association Holiday Classic
- 9-11 Gem Faire
- 11-12 Malibu Kennel Club

**For additional information on any show, please contact the promoter listed in the event's information.** General parking for most events is \$8. Scheduled events are subject to change without notice. Visit [ocfair.com](http://ocfair.com) for event updates.

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

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD SEPTEMBER 22, 2016**

**1. CALL TO ORDER:**

Vice Chair Berardino called the meeting to order at 9:04 a.m.

**2. MISSION STATEMENT**

**3. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited by Director Aitken. Roll call was taken by Jeff Willson.

**4. DIRECTORS PRESENT:**

Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris

**DIRECTORS ABSENT/EXCUSED:** Chair Mouet, Director Cervantes, Director Ruiz and Director Pham

**OTHERS PRESENT:**

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC Vice President, Business Development, Ken Karns, OCFEC Vice President, Operations; Adam Carleton, OCFEC Vice President, Finance & Administration; Summer Angus, OCFEC; Jeff Willson, OCFEC Entertainment Supervisor; Jerry Eldridge, OCFEC Director of Facilities; Jason Jacobsen, OCFEC Director of Planning & Presentation; Evy Young, OCFEC Agriculture Education Supervisor; Joan Hamill, OCFEC Director of Exhibits & Education; Thane Hollman, OCFEC Guest Experience Supervisor; Nick Buffa, OCFEC Safety & Security Supervisor; Sabrina Sakaguchi, OCFEC; Bianca Kulback, OCFEC Director of Human Resources; Shannon Kubitz, OCFEC Exhibits & Education Supervisor; Kelly Vu, OCFEC; Evelyn Hernandez, OCFEC; Josh Caplan, Office of the Attorney General; Janet Taylor, Stenographer; Tamara Goddard, Tandem Partnerships; Ben Pickett, RCS; Nick Nicora, Spectra; Juan Quintero, Spectra; Kelly Shelton, City of Costa Mesa; Jeff Teller; Kristen Thompson; Renee Daniels; Alex Reich; Beth Refakes; Reggie Mundekis; Jay Humphrey; Jeanine Robbins; Mike Robbins; Bob Palazzolo; Larry Sasson; Theresa Sears

**5. CEO'S OPERATIONAL UPDATE**

Kathy Kramer, OCFEC CEO, announced that the OC Register had honored OCFEC with an award for "Best Fair or Festival" and OC Parenting Magazine had recognized the OC Fair with their Reader's Choice Award for "Best Fair/Festival."

Kramer thanked the Board for approving the cancellation of the August Board meeting which provided a much needed respite for staff after the Fair. She then introduced new Executive Assistant Summer Angus and new VP of Finance and Administration Adam Carleton.

She then presented a certificate of recognition to the OC Wine Society for their 40<sup>th</sup> anniversary.

Kramer presented the June 2016 financials. She announced that the 2016 OC Fair P&L will be presented at the December meeting. She noted that the OCFEC had received an invoice from the Orange County Sheriff's Department for services provided during the Trump rally and staff is working with the Trump campaign to resolve the matter.

Kramer then mentioned that staff is working with our web developer to create a new OCFEC website that should launch in early 2017.

Michele Richards, OCFEC VP of Business Development, provided an overview of upcoming events at OCFEC.

Jerry Eldridge, OCFEC Director of Facilities, provided an update of the Heroes Hall construction project. He then provided statistics regarding the Facilities department efforts during the OC Fair.

Vice Chair Berardino complimented staff for the outstanding job on the Heroes Hall project.

Kramer announced that OCFEC has been selected to host the IAFE Management Conference in the Spring.

Kramer then apologized for the mishandling of recent public records requests and announced that Evelyn Hernandez had now been hired to manage records requests for the Association, noting that, since the June Board of Directors meeting, staff had spent 174 hours working on responding to public records requests.

## **6. PUBLIC COMMENT**

Kristen Thompson, American Cancer Society, thanked the Board and staff for their collaboration with the American Cancer Society.

Renee Daniels, American Cancer Society, thanked OCFEC for their sponsorship of the Relay for Life events in Orange County as well as OCFEC staff's participation in the Costa Mesa Relay for Life event. Thompson and Daniels then presented OCFEC with plaque in recognition of the Association's efforts.

Kelly Shelton, City of Costa Mesa, on behalf of the Mayor, City Council and staff, congratulated OCFEC for the success of the 2016 OC Fair and thanked OCFEC for their outreach to city staff. She then mentioned that City Manager Tom Hatch looks to the Heroes Hall project from his office

window for inspiration on tough days. She then personally thanked Kathy and Michele for remembering her birthday.

Vice Chair Berardino asked Shelton to convey the Board's appreciation to the City Manager.

Beth Refakes spoke in support of the Heroes Hall project and asked when the exhibits and tours will begin. She stated that she was pleased that OCFEC was pursuing recouping the additional costs incurred by the Trump rally. She then inquired about the success of OCFECs outreach to Camp Pendleton.

Vice Chair Berardino asked the CEO to reach out to Refakes and provide answers for her questions.

Alex Reich spoke about the link between bacon consumption and cancer. He noted that the Fair does not provide a lot of healthy, vegetarian or vegan options.

Bob Palazollo spoke about the history of the Santa Ana Army Air Base, a portion of which is now home to OCFEC. He expressed his appreciation to Bolton Colburn, OCFEC, regarding his outreach to the Costa Mesa Historical Society.

## 7. MINUTES:

### A. Board Meeting held June 23, 2016

**ACTION:** Director La Belle and Director Bagneris seconded to review and approve the minutes from the Board meeting held June 23, 2016.  
**MOTION CARRIED. AYES: Vice Chair Berardino, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none. ABSTENTION: Director Aitken**

## 8. CONSENT CALENDAR

A. Standard Agreements: SP-06-16FT; SA-094-16FT; SA-095-16FT; SA-096-16FT; SA-096-16FT; SA-101-16PA; SA-122-16PA; SA-131-16PA; SA-132-16PA; SA-133-16PA; SA-134-16PA; SA-135-16GE; SA-138-16PA; SA-140-16PA; SA-142-16GE; SA-143-16PA; SA-144-16PA; SA-145-16PA; SA-146-16PA; SA-147-16PA; SA-148-16PA; SA-149-16SP; SA-150-16SP; SA-151-16SP; SA-152-16SP; SA-153-16SP; SA-154-16FT; SA-155-16FT; SA-158-16FT; SA-160-16FT; SA-161-16FT; SA-163-16FT; SA-164-16FT; SA-165-16GE; SA-166-16FT; SA-168-16FT; SA-169-16FT; SA-170-16FT; SA-171-16FT; SA-172-16CF; SA-175-16CF; SA-176-16CF; SA-177-16CF; SA-178-16C; SA-179-16CF; SA-180-16CF; SA-181-16CF; SA-182-16CF; SA-183-16FT; SA-184-16FT;

SA-185-16FT; SA-186-16FT; SA-187-16FT; SA-188-16FT; SA-189-16FT; SA-190-16FT; SA-191-16-FT; SA-192-16FT; SA-193-16FT; SA-195-16SP; SA-196-16SP; SA-197-16FT; SA-198-16PA; SA-199-16FT; SA-200-16PA; SA-201-16PA; SA-202-16PA; SA-203-16PA; SA-204-16PA; SA-205-16PA; SA-206-16PA; SA-207-16PA; SA-208-16PA; SA-209-16PA; SA-210-16FT; SA-211-16FT; SA-212-16SP; SA-213-16SP; SA-214-16FT; SA-215-16PA; SA-216-16SP; SA-217-16YR; SA-218-16FT; SA-219-16SP; SA-220-16SP; SA-221-16SP; SA-222-16CF; SA-223-16SP; SA-224-16FTYR; SA-225-16FT; SA-226-16FT; SA-227-16FT; SA-228-16FT; SA-229-16SP; SA-230-16SP; SA-231-16SP; SA-232-16LS; SA-233-16FT; SA-234-16SP; SA-235-16FT; SA-236-16FT; SA-237-16PA; SA-238-16WR; SA-213-16SP; SA-239-16SP; SA-240-16SP

B. Amendments: SA-22-13PA (Amend. #3); SA-125-15YR (Amend. #1); SA-087-16FT (Amend. #1); SA-125-16PA (Amend. #1); SA-005-15FT (Amend. #1); SA-56-14RD (Amend. #1); SA-213-16SP (Amend. #1); SA-096-16FT (Amend. #1); SA-037-16GE (Amend. #1)

C. Rental Agreements: R-004-16; R-077-16; R-083-16; R-085-16; R-094-16; R-098-16; R-106-16; R-108-16; R-114-16; R-126-16; R-132-16; R-133-16; R-135-16; R-137-16; R-139-16; R-140-16; R-141-16; R-142-16; R-144-16; R-147-16; R-150-16; R-153-16; R-154-16; R-156-16; R-163-16; FT-051-16; FT-058-16; FT-059-16; FT-060-16; FT-061-16

D. Correspondence

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

i. none.

**ACTION:** Director Aitken motioned and Director La Belle seconded to approve the Consent Calendar with SA-150-16SP removed for further discussion. **MOTION CARRIED. AYES: Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none.**

Related to SA-150-16SP, Director La Belle disclosed his investment in Verizon noting that he owned 64 of 4.1 billion shares.

**ACTION:** Director Bagneris motioned and Director Aitken seconded to approve SA-150-16SP. **MOTION CARRIED. AYES: Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none.**

*-End of Consent Calendar-*

## 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 Pham, 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. Master Site Plan 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)

Vice Chair Berardino, on behalf of the Heroes Hall Foundation Board, expressed Governor Brown's approval of OCFEC efforts regarding Heroes Hall and the use of public space for educational purposes.

Director Bagneris, on behalf of the Financial Monitoring Committee, noted that the committee is pleased with the financial standing of the organization.

Richards, on behalf of the OC Fair City Liaison Committee, recapped the Cities Days program during the 2016 OC Fair.

Director Aitken, on behalf of the Legislative Monitoring Task Force, announced that the Governor had signed AB1907.

Vice Chair Berardino asked that Gonsalves & Sons provide a monthly update through the Legislative Monitoring Task Force regarding legislation that affects OCFEC. Director Aitken volunteered to provide an update regarding pending legislation at each Board meeting.

### B. High Profile Event Policies

Kramer then discussed the proposed booking policies for high profile events.

Reggie Mundekis thanked staff for their efforts in creating these policies. She then thanked staff for working towards recouping expenses from the Trump campaign.

Jay Humphreys thanked staff for their work on creating these policies.

Kelly Shelton, City of Costa Mesa, noted that the City appreciated the opportunity to review the draft policies and agreed with the scope of the proposed policies.

**ACTION:** Director Tkaczyk motioned and Director Bagneris seconded to approve new booking policies for high profile events. **MOTION**

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

### **C. OC Fair Safety & Security**

Vice Chair Berardino thanked and complimented the OCFEC Security team, Orange County Sheriff's Department and the Costa Mesa Police Department for their work during the Fair. He noted that the Board wants to ensure that OCFEC is able to budget and hire for the necessary resources to do a great job.

Ken Karns, OCFEC VP, Operations, discussed the 2016 new Safety & Security initiatives and the proposed initiatives for 2017 specific to the annual Fair.

Nick Buffa, OCFEC Public Safety Supervisor, thanked Kramer and Karns for their support of the Safety & Security Department. He discussed the joint efforts of various organizations during the Fair resulting in the lowest number of arrests at the event.

Vice Chair Berardino spoke about discussions with law enforcement regarding the possibility of arming Buffa. He asked that Director Aitken and Director Tkaczyk work on examining this issue.

Director La Belle mentioned that the Blue Gate tent should be used to prescreen attendees for the Opening Day Free Hour.

Director Bagneris suggested that the proposed 2017 initiatives be applied to all events at OCFEC.

### **D. 2016 OC Fair Sound Mitigation Results**

Karns discussed the success of the sound mitigation efforts during the 2016 OC Fair.

Jason Jacobsen, OCFEC Director of Production, reported that OCFEC received no sound complaints during the OC Fair. He discussed changes in the program for 2016. Jacobsen then thanked Gary Hardesty, Sound Media Fusion, for his work on sound issues.

### **E. Agricultural Worker Memorial Next Steps**

Director Aitken presented that staff report and recommendation.

Director Tkaczyk thanked Director Aitken for her report regarding the events surrounding this project.



Vice Chair Berardino and Director La Belle agreed with Director Tkaczyks comments.

**ACTION:** Director Bagneris motioned and Director Tkaczyk seconded to approve up to \$27,500 to work with CFFA to develop a scope of work, construction specifications, a construction budget and prepare a bid package to rebuild the Agricultural Workers Memorial. **MOTION CARRIED. AYES: Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none.**

#### **F. Board Approval to Contract for Master Site Plan Consultant**

Kramer thanked Karns for his efforts towards this project.

Karns presented that staff report and recommendation.

Theresa Sears spoke about her excitement regarding the Master Site Plan asking to be included in the process.

Director La Belle thanked Kramer and Karns for doing an outstanding job drafting the RFP. He then discussed benchmarks during the process and scheduled updates to the Board.

Vice Chair Berardino asked the Master Site Plan Committee to reach out to Theresa Sears.

**ACTION:** Director Aitken motioned and Director Tkaczyk seconded to authorize staff to contract with Johnson Consulting for Master Site Plan consulting. **MOTION CARRIED. AYES: Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none.**

#### **G. 32<sup>nd</sup> DAA Construction Management Options**

Vice Chair Berardino thanked Director La Belle for not abandoning this issue. He then thanked Kramer for working on this discussion.

Kramer then presented the staff report noting that the Department of General Services may authorize OCFEC to contract with construction management firms outside of CFFA.

Director Aitken asked if the approval by DGS would be required on a project-to-project basis.

Kramer answered yes.

Director Aitken asked if construction management would be rolled up into one RFP.

Karns answered that each project would have to be evaluated on an individual basis, noting that staff has a lot of homework ahead.

Director La Belle noted that having the ability to look at different options can slow things down but can also help control costs.

Director Tkaczyk asked about CFFA construction management fees.

Karns replied that they vary based upon the scope of services and the size of the project but that they are generally lower than the industry standard.

#### **H. AB 1907, the anti-sale legislation, has been signed by Governor Brown**

Kramer announced that the Governor had signed AB1907 on September 12, 2016.

Teresa Sears thanked the Board and staff for working towards repealing ABx 422.

Vice Chair Berardino thanked the Fair Preservation Society for their work towards stopping the sale of the fairgrounds.

Vice Chair Berardino noted that he thanked the Governor for signing the legislation.

Beth Refakes stated that she was happy that the legislation passed and the community can move forward.

Jeff Teller spoke about the level of commitment that was put forward to save the fairgrounds. He spoke about the need to memorialize the people work worked towards blocking the sale of the fairgrounds.

Vice Chair Berardino stated that he found it repugnant to be a part of Western Fairs Association who often took legislative positions contrary to the positions of the OCFEC Board of Directors.

#### **I. Options Available to the 32<sup>nd</sup> DAA to Enhance Recruitment and Retention**

Vice Chair Berardino discussed the need to engage with Cal HR to develop options regarding recruitment and retention offers for OCFEC staff.

**ACTION:** Director Bagneris motioned and Director La Belle seconded to authorize staff to work with Cal HR to understand and develop options to enhance Recruitment and Retention. **MOTION CARRIED.**

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

**J. Board of Directors Nominating Task Force Recommendation and Election of Board Officers**

Vice Chair Berardino suggested that the vote be postponed until the October meeting

Director Tkaczyk presented the Nominating Task Force recommendations of nominating Nick Berardino as Chair and Barbara Bagneris as Vice Chair.

**ACTION:** Director Aitken motioned and Director La Belle seconded to accept the Nominating Task Force recommendations for Nick Berardino as Chair and Barbara Bagneris as Vice Chair of the Board of Directors for 2016 – 2017 but to withhold the vote until the October meeting. **MOTION CARRIED. AYES: Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none.**

**K. Board of Directors Governance Training & Team Building October Board Meeting**

Kramer presented the staff report and recommendation.

Director La Belle suggested working with Kelly Associates for this workshop.

**ACTION:** Director La Belle motioned and Director Bagneris seconded to approve conducting a half-day training session as part of the October Board Meeting during the afternoon of October 27, 2016. **MOTION CARRIED. AYES: Vice Chair Berardino, Director Aitken, Director Tkaczyk, Director La Belle and Director Bagneris. NAYES: none.**

Vice Chair Berardino adjourned the meeting for a break at 11:06 a.m. and the meeting resumed at 11:17 a.m.

**L. 2016 OC Fair Presentation**

Richards presented the 2016 OC Fair recap presentation.

Ruby Lau, OCFEC Director of Marketing, presented statistics regarding promotions at the 2016 OC Fair.

Joan Hamill, OCFEC Director of Exhibits and Education, presented a recap of exhibit and educational and competitive programs at the Fair.

Jacobsen presented a recap of the technological roll out in preparation for the Fair.

Howard Sandler, OCFEC Director of Events, provided a recap of the Commercial and Concession program.

Dan Gaines, OCFEC Director of Entertainment, provided a recap of 2016 Entertainment program.

Tamara Goddard, Tandem, presented a recap of sponsorship, premium space, group tickets, and mobile marketing programs.

Richards discussed public relations and media outreach for the Fair.

#### **10. CLOSED SESSION**

No closed session.

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

Director La Belle congratulated staff on a great Fair and congratulated Vice Chair Berardino and Director Bagneris on their nominations as Board Chair and Vice Chair.

Director Bagneris suggested allowing families to bring food to the Fair. She thanked staff and welcomed Carleton to the organization.

Director Tkaczyk thanked staff for an exceptional year. He reminded everyone that despite the amount of money in the bank, the organization needs to remain prudent. He noted that he looked forward to the new leadership of the Board.

Director Aitken stated that the Fair gets better every year and discussed her visit to the Calgary Stampede and her participation in the Junior Livestock Auction.

Vice Chair Berardino discussed his and Director La Belle's visit with Art Aster and his interest in Heroes Hall. He thanked staff for an incredible job during the OC Fair and noted Director Tkaczyk's perfect attendance for five years at the Fair. He then mentioned his disappointment regarding Western Fairs Association's Legislative Report and asked for a list of all members of WFA, what their per caps are, how much they pay in dues; minutes of all meetings where legislative discussions have taken place; copies of all votes and who voted in support of their legislation to be provided at the next Board meeting.

**12. NEXT BOARD MEETING: OCTOBER 27, 2016**

**13. ADJOURNMENT**

Meeting adjourned at 12:41 p.m.

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Gerardo Mouet, Chair

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Kathy Kramer, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-241-16MS	Johnson Consulting Services	Master Site Plan	Consulting Services	10/17/16-01/01/18		\$ 194,130.00
SA-242-16YR	Evan Tsutsumida	Photography Services	Imaginology, YR	10/01/16-04/15/17		\$ 2,800.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-01-16PA (Amend. #1)	RD Diversified Entertainment	Pacific Amphitheatre production services	Prefair/Fair Time	01/01/16-12/31/16		\$15,000.00
SA-21-13AM (Amend. #3)	Quijote Corporation DBA Sensis	Marking Services (Exercise option year)	Fair Time	01/01/13-12/31/17		\$45,511.00
SA-260-13CS (Amend. #2)	Tandem	Sponsorship acquisition (Exercise option year)	Fair Time	12/01/13-11/30/17		\$355,500.00
SA-077-16YR (Amend #1)	Sectran Security	Courier Services (To revise ending date from 03/31/16 to 03/31/17)	Year Round	04/01/16-03/31/17		\$0.00

**Interagency Agreements**

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

**Letters of Understanding**

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

AGREEMENT NUMBER <b>SA-241-16MS</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**C.H. Johnson Consulting, Inc.**

2. The term of this Agreement is: **10/17/2016** through **01/01/2018** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$194,130.00**

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

Exhibit A – Scope of Work – <b>Contractor to conduct research, assessment, planning, and develop a ten year Master Site/Business plan for OC Fair. Additional Scope of Work on page 2.</b>	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10-13
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14 – 16
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 17-18

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

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

<b>CONTRACTOR</b>	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>C.H. JOHNSON CONSULTING, Inc.</b>		
BY (Authorized Signature) 		DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Charlie Johnson, President</b>		
ADDRESS <b>6 East Monroe St. 5<sup>th</sup> Floor, Chicago, IL 60603 (312) 447-2001, email <a href="mailto:cjohnson@chjc.com">cjohnson@chjc.com</a></b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, CFE, VP, Operations</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Ken Karns, Vice President, Operations**  
**(714) 708-1552**

**C.H. JOHNSON CONSULTING, INC.**  
**Charlie Johnson, President**  
**(312) 447-2001**

**1. Scope of Work:**

Contractor to conduct research, assessment, planning and provide any other necessary services to develop a draft and a final 10 year Master site/Business plan for the OC Fair.

A. Key issues and planning process to include:

- Assessing the economic impact that the OCFEC has on the City of Costa Mesa and the County of Orange
- Creating a vision for the future and the strategies and business plans to achieve success
- Developing facilities to support the vision
- Evaluating the environmental impact of the Master Site Plan at a reasonable, level of detail
- Encouraging participation from all stakeholders
- Creating an atmosphere in which all voices are heard, considered, and acknowledged
- Empowering those participating in the planning process to be creative, visionary, and free of self-inflicted bureaucracy
- Incorporating the appropriate expertise to ensure a comprehensive and multi-disciplined approach
- Developing a comprehensive and integrated planning strategy
- Carrying out current building system analysis, plans for development and implementation strategies

B. Facilitate “workshop/exercise” with internal stakeholders. Brainstorming sessions related to a needs assessment and a wants assessment along with new business ideas. Examples of internal stakeholders include:

- Board of Directors (in public forum)
- Board Committees as required
- Executive Management Team
- Strategic Management Team
- Sales, Marketing, and Communications Team



- Business Development and Events Team
  - Operations team
  - Finance team
  - On site Contractors/Partners
- C. Facilitating “community stakeholders” outreach information gathering workshops, with support from Executive Management Team.
- City of Costa Mesa, key City Management Team
  - Small, medium and large local and area businesses
  - Community associations, volunteer and non (not for) profit groups
  - Neighborhood entities, schools etc.
  - General public
2. Milestone – If work is completed, earlier target dates may be established.
- A. Provide a detailed report for utilization in overall planning “workshop/exercises”. (Suggested target date of January 16, 2017 with Board presentation January 27, 2017)
- B. Provide a detailed report for utilization in overall planning “community stakeholder”, target date of April 10, 2017, with Board presentation April 27, 2017.
- C. Vetting solid business opportunities/ideas; developing an independent business case for each. Assisting with the development of justification report/P&L for each. Carrying out a Market Demand Analysis.
- D. In conjunction with executive management and key management support, developing drafts and a final three year Strategic Plan for the OC Fair and Event Center, target date June 19, 2017.
- E. In conjunction with Executive Management Team and support from an Audit Consultant, developing a Finance Plan and projections that will support all the initiatives, target date June 19, 2017, with Board presentation June 29, 2017.
- F. In conjunction with the Executive Management Team and key management support, along with the Master Site Plan Committee developing drafts and a final ten year Master Site Plan for the OC Fair and Event Center. To be presented to the full Board of Directors for review prior to implementation, target date October 9, 2017, with a Board workshop on October 26, 2017, and the final Board approved MSP on November 16, 2017.

**CONTRACTOR AGREES:**

1. The District’s Request for Proposal (RFP) Master Site Plan Consultation issued July 7, 2016, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.
2. The Contractor’s proposal for Master Site Plan Consultation, August 19, 2016, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association, and is incorporated herein by reference and made part of this agreement.
3. 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.



4. The Contractor has full and direct responsibility to ensure all services performed by its partners are to the satisfactory by the District. When goals are not met, the Contractor must provide the District a plan of correction. The Contractor will be the primary point of contact and provide direct communication.

**DISTRICT AGREES:**

1. The term of this contract is from October 17, 2016 – January 1, 2018.
2. To pay the Contractor a total amount not to exceed ONE HUNDRED FINETY FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS AND 00/100 (\$194,130.00). Payment details are outlined in Exhibit B.

The total contract price above shall be inclusive of all wages, allowances, supervision, insurance (s), material, labor, taxes, certificate, license, travel, meal reimbursements, hotel accommodation, transportation, and any other related costs. The District shall not be billed for any additional costs other than the contracted amount unless a formal change order is negotiated, such change order must be pre-approved by OC Fair Representative.



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

**BUDGET DETAIL:**

District Account #: 5339-97-16M05

**PAYMENT PROVISIONS:**

Payment dates may be accelerated if milestones are accelerated.

Upon receiving approval from the OC Fair & Event Center Contract Representative, Ken Karns, payment will be made as followed:

25% (\$48,532.5) of total contract will be made in January 2017, upon completion of phase 1, (Milestone A)  
50% (\$24,266.25) to be billed upon contract execution for mobilization,  
50% (\$25,266.25) to be billed upon complete milestone A

25% (\$48,532.5) of total contract will be made in April 2017, upon completion of phase 2, (Milestone B)

25% (\$48,532.5) of total contract will be made in June 2017, upon completion of phase 3, (Milestone C & D)

Final payment (\$48,532.5) will be made in October 2017, upon completion of master site plan, (Milestone E)

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Format of invoice will be lump sum based on acceptance of milestone deliverable. Itemize invoice is required for change order.

Invoice shall be itemized and contain the District's Purchase Order number 46642 Invoice may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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



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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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



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

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

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

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

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

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

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

##### 2. Dates:

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

##### 3. Coverages:

###### a. General Liability

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

###### b. Automobile Liability

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

###### c. Workers' Compensation

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

###### d. Medical Malpractice

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

###### e. Liquor Liability

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION**

**OC Fair & Event Center  
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone : \_\_\_\_\_

Type of Company/Organization Contractor Consultant Concessionaire  
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC 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 Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\*\*\*OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department\*\*\*





CONTRACT NUMBER <b>SA-242-16YR</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER <b>[REDACTED]</b>
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>TSUTSUMIDA PICTURES</b>
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2. The agreement term is from 10/1/2016 through 4/15/2017

3. The maximum amount payable is \$ 2,800.00 pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ 2,800.00

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

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

- Exhibit A – Scope of Work – **Contractor to provide photography services year round (scope of work continues on page 2)**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

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

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>Tsutsumida Pictures</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Evan Tsutsumida, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>2254 Lichen Ln., Tustin, CA 92780</b> <b>(714) 655-4579; <a href="mailto:evantsutsumida@gmail.com">evantsutsumida@gmail.com</a></b>			
FUND TITLE <b>Operating</b>	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**Contract Representatives**

32<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Sabrina Sakaguchi, Communications  
(714) 708-1526

Evan Tsutsumida Photography  
Evan Tsutsumida, Owner  
(714) 655-4579

**CONTRACTOR AGREES:**

- A. Provide supplemental still photography services for events at or for the OC Fair & Event Center as assigned by the Communications Department. Lead photographer will be responsible for specific assignments for individual team members.
- B. Photographer(s) will provide best-of collection of digital, high resolution images of each event and exhibit assigned by the Communications Department. Useable, quality images will be provided to the Communications Department on CD/DVD or other digital medium within a week of assignment.
- C. Photographer(s) must have experience shooting Fairs and festivals or similar events.
- D. Photographer(s) must have at least two years' experience photographing similar events.
- E. Photographer(s) must be able to work mornings, evenings, weekends and weekdays as needed.
- F. OC Fair & Event Center will book for minimum two-hours per assignment.

**DISTRICT AGREES:**

- A. To pay Contractor \$70/hour, up to 40 hours, and not to exceed TWO THOUSAND EIGHT HUNDRED DOLLARS AND 00/100, (\$2,800.00) upon satisfactory completion of services herein required and receipt of proper invoice.

The contract rate shall be inclusive of all wages, allowances, supervision, insurance (s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down and clean up, daily services, transportation, or any other related services required. The District shall not be billed for any costs that were not listed in the contract.

- B. To provide necessary admission and parking credentials to the Contractor.



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

**BUDGET DETAIL:**

District Account #: 5430-18

**PAYMENT PROVISIONS:**

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

Invoice shall be itemized and contain the District's Purchase Order number 46651 Invoice may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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



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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-

## **EXHIBIT E – INSURANCE REQUIREMENTS**

### **California Fair Services Authority**

#### **I. Evidence of Coverage**

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

#### **A. Insurance Certificate:**

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

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

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

##### **2. Dates:**

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

##### **3. Coverages:**

###### **a. General Liability**

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

###### **b. Automobile Liability**

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

###### **c. Workers' Compensation**

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

###### **d. Medical Malpractice**

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

###### **e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-01-16PA</b>	AMENDMENT NUMBER <b>#1</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**RK DIVERSIFIED ENTERTAINMENT, INC.**
2. The term of this Agreement is **01/01/16** through **12/31/16** FED ID: **[REDACTED]**
3. The maximum amount of this Agreement after this amendment is: **\$15,000.00 Amendment**  
**\$127,500.00 and not to exceed \$735,500.00 inclusion option years**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**CONTRACTOR AGREES:**

**Standard Agreement # SA-01-16PA, dated January 1, 2016, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:**

- To amend the original contract (\$112,500) to add \$15,000.00 for 4 pre-fair shows, 2016 at \$3,750 per show.
- Option years - To include an estimated 9 pre-fair shows for 2017, 9 pre-fair shows for 2018, 9 pre-fair shows for 2019, and 9 pre-fair shows for 2020, at \$3,750 per show. Payment will be made according to actual number of shows.
- 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:**

- To pay Contractor a total amount not to exceed ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100, (\$127,500.00), and SEVEN HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED (\$735,500.00) inclusion option years upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>RK DIVERSIFIED ENTERTAINMENT, INC</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Raymond L. Woodbury, President</b>		
ADDRESS <b>112 North Harvard Avenue, PMB 244, Claremont, CA 91711 (909) 579-0511</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-21-13AM</b>	AMENDMENT NUMBER <b>#3</b>
REGISTRATION NUMBER <b>1249446</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**QUIJOTE CORPORATION dba SENSIS**
2. The term of this Agreement is **01/01/13** through **12/31/17** FED ID: XXXXXXXXXX
3. The maximum amount of this Agreement after this amendment is: **\$425,511.00 Amendment**  
**\$2,042,540.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- Standard Agreement #SA-21-13AM, dated December 20, 2012, between the District and Quijote Corporation dba Sensis is hereby amended as follows:**



**CONTRACTOR AGREES:**

- To amend the original contract to provide advertising and marketing services for the OC Fair & Event Center by exercising the second (last) option year at a not to exceed amount of FOUR HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED ELEVEN DOLLARS AND 00/100 (\$425,511.00).
- Address changed from 811 Wilshire Boulevard, Suite 2050, Los Angeles, CA 90017 to 818 S. Broadway 11<sup>th</sup> Floor, Los Angeles, CA 90014

**STATE AGREES:**

- To pay Contractor a total amount not to exceed TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED FORTY DOLLARS AND 00/100 (\$2,042,540.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>QUIJOTE CORPORATION dba SENSIS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jose R. Villa, Jr., President</b>		
ADDRESS <b>818 S. Broadway 11<sup>th</sup> Floor, Los Angeles, CA 90014 (213) 341-0171</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:



**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-260-13CS</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER <b>1317130</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**MOOR + SOUTH/PIER MANAGEMENT CO., LP dba TANDEM**
2. The term of this Agreement is **12/01/13** through **11/30/17** FED ID: XXXXXXXXXX
3. The maximum amount of this Agreement after this amendment is: **\$355,500.00 Amendment**  
**\$1,362,000.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #SA-260-13CS, dated December 16, 2013, between the District and Moor + South/Pier Management Co., LP is hereby amended as follows:**



**CONTRACTOR AGREES:**

1. To amend the original contract to provide corporate sponsorship acquisition and fulfillment, and new event sales program services at the OC Fair & Event Center with exercising the second option year, thereby increasing the original contract amount from \$1,006,500 to \$1,362,000.00.

**DISTRICT AGREES:**

1. To pay Contractor a total amount not to exceed ONE MILLION THREE HUNDRED SIXTY TWO THOUSAND DOLLARS AND 00/100 (\$1,362,000.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>MOOR + SOUTH/PIER MANAGEMENT CO., LP, dba Tandem</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Taylor Safford, Chief Executive Officer</b>		
ADDRESS <b>P.O. Box 193730, San Francisco, CA 94119-3730</b> <b>(415) 705-5408</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

 Exempt per:

Account #: Distribution

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

CONTRACT NUMBER <b>SA-077-16YR</b>	AM. NO. A-1	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
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Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
 SUBMIT INVOICE IN TRIPLICATE TO:

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>SECTRAN SECURITY INC.</b>
---	---

2. The agreement term is from **04/01/16** through **~~03/31/16~~ 03/31/17**

3. The maximum amount payable is \$ **7,500.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **7,500.00** (Attach list if applicable.)

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

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



The District and Sectran Security Inc. mutually agree to amend contract SA-077-16YR for courier services as follows.

- To correct the agreement term from 04/01/16 through 03/31/16 to 04/01/16-03/31/17.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.


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

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

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>SECTRAN SECURITY INC.</b>			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
<b>Michele Richards, Vice President, Business Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Rony Ghaby, Director of Operations</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>7633 Industry Ave., Pico Rivera, CA 90660 (562) 577-1386</b>			
FUND TITLE <b>Cash Ops</b>	ITEM <b>5925-49</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER  DATE SIGNED \_\_\_\_\_

**OC FAIR & EVENT CENTER  
RENTAL AGREEMENTS FOR BOARD APPROVAL  
OCTOBER 2016**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-111-16	Southern California Indian Center, Inc.	48th Annual Indian POW WOW	Cultural Festival	Los Alamitos Building, OC Promenade	11/18/16-11/21/16	\$25,423.50
R-125-16	Ultimate Trade Shows & Events, Inc.	The 39th Annual Fall OC Home & Garden Show	Home Show	Anaheim, Los Alamitos	09/30/16-10/03/16	\$23,476.50
R-138-16	B & L Productions, Inc.	Crossroads of the West Gun Show	Gun Show	Costa Mesa, Huntington Beach, Los Alamitos, Anaheim, Santa Ana Pavilion,	10/06/16-10/10/16	\$82,139.50
R-143-16	Crowell & Moring, LLP	Crowell & Moring, LLP Company Picnic	Company Picnic	Business Development Area	07/16/16	\$616.00
R-148-16	Capistrano Connections Academy dba California Connections Academy @ Capistrano	Connections Academy Beginning of the Year Picnic	Picnic	Country Meadows, Huntington Beach Building	09/29/16	\$10,776.50
R-149-16	Amusement Park Inc.	Los Angeles County Fair Film Shoot	Film Shoot	Various Locations	07/25/16	\$1,458.00
R-151-16	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association - The Holiday Classic Dog Show	Dog Show	Anaheim Building, Huntington Beach Building, Los Alamitos Building	12/08/16-12/13/16	\$33,132.50
R-152-16	Big Food Fest, LLC dba Tater Tot Festival	Tater Tots & Beer Festival	Food Festival	Plaza Pacifica, Plaza Pacifica Lobby	09/30/16-10/01/16	\$14,077.00
R-158-16	Robby Gordon Entertainment/SST, Inc	Stadium Super Trucks	Car Show	Lot I	09/11/16-09/20/16	\$27,152.50
R-159-16	Fueling Moms	The Mom Made Market	Consumer Show	The Hangar	11/18/16-11/19/16	\$15,047.50
R-160-16	Vagabondias	Vagabondias - Trailer Rally	Trailer Rally	Campground	11/11/16-11/13/16	\$30.00 per night per RV
R-161-16	Camplighters	Camplighters - Trailer Rally	Trailer Rally	Campground	11/11/16-11/13/16	\$30.00 per night per RV
R-162-16	COMAQ North America	COMAQ - Car Test 2016	Car Test	Los Alamitos Building	10/20/16-10/27/16	\$27,824.50
R-164-16	Animal Protection and Rescue League dba SoCal VegFest	SoCal VegFest Parking	Parking Space Rental	Parking Lot D	10/29/16-10/30/16	\$5,290.00
R-166-16	Rigid Industries	Rigid Industries - Semi Truck Parking	Parking Space Rental	Parking Lot G	09/19/16-09/30/16	\$300.00
R-167-16	Brass Ring Amusements	Midway of Fun Camping	Camping	Campground	09/26/17-10/03/16	\$2,540.00
R-169-16	Ipsos Insight, LLC	Ipsos Research Event	Ride and Drive	Anaheim Building, 1/2 Lot I	10/14/16-10/21/16	\$31,244.50
R-170-16	Sea Wind Properties	Sea Wind Properties - Overnight Parking	Overnight Parking	Parking Lot E	10/10/16-10/14/16	\$2,000.00
R-001-17	WWSRA	Southern California Preview	Trade Show	Anaheim Building	01/16/17-01/18/17	\$10,737.00
R-004-17	Best Life Events, Inc	California Baby & Kidz Expo	Consumer Show	The Hangar	01/13/17-01/15/17	\$11,146.00
R-005-17	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Inc. - BrideWorld Expo	Consumer Show	Costa Mesa, Huntington Beach, Santa Ana Pavilion	01/06/17-01/07/17	\$13,043.00
R-015-17	Apartment Association of Orange County	2017 AAOC Trade Show	Consumer Show	Costa Mesa Building, Huntington Beach Building	03/07/17-03/09/17	\$22,741.25
FT-062-16	Mandi's Candies & Ice Cream Truck	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

REVIEWED \_\_\_\_\_

DATE October 12, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

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

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 18 - 21, 2016**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**48<sup>th</sup> Annual Indian POW WOW**

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

**\$25,423.50**

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

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

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

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

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

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

**Title: Paula Starr, Executive Director**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	48 <sup>th</sup> Annual Indian POW WOW	<b>Contract No:</b>	R-111-16
<b>Contact Person:</b>	Paula Starr	<b>Phone:</b>	(714) 962-6673
<b>Event Date:</b>	11/19/2016 - 11/20/2016	<b>Hours: Saturday:</b>	10:00 AM - 10:00 PM
		<b>Sunday:</b>	10:00 AM - 6:00 PM
<b>Admission Price:</b>	Adult: \$5.00 Senior: \$3.00 Teen (13-18): \$3.00 Child: 12 & Under Free		

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Los Alamitos Building (#14)	11/18/2016 06:00 AM - 10:00 PM	Move In	1,350.00
OC Promenade (Span)	11/18/2016 06:00 AM - 10:00 PM	Move In	1,000.00
<b>Saturday</b>			
Los Alamitos Building (#14)	11/19/2016 10:00 AM - 10:00 PM	Event	2,700.00
OC Promenade (Span)	11/19/2016 10:00 AM - 10:00 PM	Event	2,000.00
<b>Sunday</b>			
Los Alamitos Building (#14)	11/20/2016 10:00 AM - 06:00 PM	Event	2,700.00
OC Promenade (Span)	11/20/2016 10:00 AM - 06:00 PM	Event	2,000.00
<b>Monday</b>			
Los Alamitos Building (#14)	11/21/2016 06:00 AM - 12:00 PM	Move Out	Included
OC Promenade (Span)	11/21/2016 06:00 AM - 12:00 PM	Move Out	Included

**-Move out must be completed by 12:00 Noon on Monday - November 21, 2016 to avoid additional charges. Total: 11,750.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade ( <i>Plastic</i> )	TBD	TBD EA	15.00 EA	TBD
Bleacher ( <i>50 Seat Section</i> )	Estimate 4	4.00 EA	125.00 EA	500.00
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 2 Day	Estimate 170	170.00 EA	8.00 EA	1,360.00
Marquee Board ( <i>7 Consecutive Days</i> )	11/14/2016 - 11/20/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/19/2016 - 11/20/2016	2.00 EA	75.00 EA/DAY	300.00
RV Camping ( <i>Campground</i> )	TBD ( <i>16 RVs in 2015</i> )	TBD EA	35.00 EA/DAY	TBD
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Sweeper ( <i>In-House</i> )	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
<b>Total:</b>				<b>4,135.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Plumber	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<b>Event Day</b>				
Grounds Attendant Lead	11/19/2016 09:00 AM - 10:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	11/19/2016 09:00 AM - 10:00 PM	2.00 EA	20.00 HR	520.00
Janitorial Attendant	11/19/2016 09:00 AM - 10:00 PM	2.00 EA	20.00 HR	520.00
Grounds Attendant Lead	11/20/2016 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/20/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	11/20/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00

# EXHIBIT A

## Event Information

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
Plumber	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	11/19/2016 09:00 AM - 10:00 PM	1.00 EA	40.00 HR	520.00
Event Coordinator	11/20/2016 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant	11/19/2016 09:30 AM - 10:30 PM	3.00 EA	20.00 HR	780.00
Security Attendant	11/20/2016 09:30 AM - 06:30 PM	3.00 EA	20.00 HR	540.00
Security Attendant - Overnight	11/18/2016 09:00 PM - 11/19/2016 06:00 AM	1.00 EA	20.00 HR	180.00
Security Attendant - Overnight	11/19/2016 09:00 PM - 11/20/2016 06:00 AM	1.00 EA	20.00 HR	180.00
<b><u>Parking</u></b>				
<b>Set Up</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 24 Hours	24.00 HR	20.00 HR	480.00
<b><u>Outside Services</u></b>				
Emergency Medical Services	11/19/2016 09:30 AM - 10:30 PM	2.00 EA	21.00 HR	546.00
Emergency Medical Services	11/20/2016 09:30 AM - 06:30 PM	2.00 EA	21.00 HR	378.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
<b>Total:</b>				<b>8,038.50</b>

### Summary

Facility Rental Total	\$11,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,173.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$25,423.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/18/2016	\$8,474.50
Second Payment	09/19/2016	\$8,574.50
Third Payment	10/18/2016	\$8,574.00
<b>Total:</b>		<b>\$25,423.50</b>
 <b>Payment Total:</b>		 <b>\$25,423.50</b>

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

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

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

#### **MAIN MALL FOOD VENDORS (GROUND SURFACE PREPARATION AND PROTECTION)**

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

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

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

REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

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 **Ultimate Trade Shows & Events, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

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

**September 30 - October 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:

**The 39<sup>th</sup> Annual Fall OC Home & Garden Show**

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

**\$23,476.50**

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.

**Ultimate Trade Shows & Events, Inc.**  
**P.O. Box 986**  
**Riverton, UT 84065**

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

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

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

**Title: Sylvia Andersen, Promoter**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	The 39 <sup>th</sup> Annual Fall OC Home & Garden Show	<b>Contract No:</b>	R-125-16
<b>Contact Person:</b>	Sylvia Andersen	<b>Phone:</b>	(801) 599-6664
<b>Event Dates:</b>	10/01/2016 - 10/02/2016	<b>Hours:</b>	Saturday: 10:00 AM - 7:00 PM Sunday: 10:00 AM - 5:00 PM

**Admission Price:** Adult: \$6.00 Senior (60+): \$4.00 Child: 12 & Under Free

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Anaheim Building (#16)	09/30/2016 12:00 PM - 09:00 PM	Move In	1,000.00
Los Alamitos Building (#14)	09/30/2016 12:00 PM - 09:00 PM	Move In	1,350.00
<b>Saturday</b>			
Anaheim Building (#16)	10/01/2016 10:00 AM - 07:00 PM	Event	2,000.00
Los Alamitos Building (#14)	10/01/2016 10:00 AM - 07:00 PM	Event	2,700.00
<b>Sunday</b>			
Anaheim Building (#16)	10/02/2016 10:00 AM - 05:00 PM	Event	2,000.00
Los Alamitos Building (#14)	10/02/2016 10:00 AM - 05:00 PM	Event	2,700.00
<b>Monday</b>			
Anaheim Building (#16)	10/03/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/03/2016 06:00 AM - 12:00 PM	Move Out	No Charge

**-Move out must be completed by 12:00 Noon on Monday - October 3, 2016 to avoid additional charges. Total: 11,750.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic	TBD	TBD EA	125.00 EA/DAY	TBD
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair ( <i>Individual</i> )	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 13	13.00 EA	18.00 EA	234.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Folding Table	TBD	TBD EA	15.00 EA	TBD
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Man Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board ( <i>7 Consecutive Days</i> )	09/26/2016 - 10/02/2016	1.00 WK	450.00 WK	Included
Picnic Table ( <i>Rectangular</i> )	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	10/01/2016 - 10/02/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System ( <i>Per Building</i> )	10/01/2016 - 10/02/2016	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper ( <i>In-House</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth ( <i>Double Window</i> )	Estimate 1	1.00 EA	100.00 EVT	100.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
<b>Total:</b>				<b>4,524.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
<b>Event Days</b>				
Grounds Attendant Lead	10/01/2016 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	10/01/2016 09:00 AM - 07:00 PM	1.00 EA	20.00 HR	200.00
Janitorial Attendant	10/01/2016 09:00 AM - 07:00 PM	2.00 EA	20.00 HR	400.00
Electrician	10/01/2016 09:00 AM - 07:00 PM	1.00 EA	50.00 HR	500.00



# EXHIBIT A

Event Information						
Grounds Attendant Lead	10/02/2016 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	10/02/2016 09:00 AM - 05:00 PM	1.00	EA	20.00	HR	160.00
Janitorial Attendant	10/02/2016 09:00 AM - 05:00 PM	2.00	EA	20.00	HR	320.00
Electrician	10/02/2016 09:00 AM - 05:00 PM	1.00	EA	50.00	HR	400.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	20.00	HR	200.00
Janitorial Attendant	Estimate 7 Hours	7.00	HR	20.00	HR	140.00
Electrician	Estimate 5 Hours	5.00	HR	50.00	HR	250.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	10/01/2016 09:00 AM - 07:00 PM	1.00	EA	40.00	HR	400.00
Event Coordinator	10/02/2016 09:00 AM - 05:00 PM	1.00	EA	40.00	HR	320.00
<b>Parking</b>						
Parking Attendant Lead	09/30/2016 11:00 AM - 05:00 PM	1.00	EA	30.00	HR	180.00
Parking Attendant	09/30/2016 11:00 AM - 05:00 PM	2.00	EA	20.00	HR	240.00
<b>Technology</b>						
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00	EA	100.00	EVT	100.00
<b>Outside Services</b>						
Emergency Medical Services	10/01/2016 09:30 AM - 07:30 PM	1.00	EA	21.00	HR	210.00
Emergency Medical Services	10/02/2016 09:30 AM - 05:30 PM	1.00	EA	21.00	HR	168.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>5,702.50</b>

## Summary

Facility Rental Total	\$11,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,226.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$23,476.50</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/09/2016	\$11,738.25
Second Payment	09/23/2016	\$11,738.25
<b>Total:</b>		<b>\$23,476.50</b>
<b>Payment Total:</b>		<b>\$23,476.50</b>

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

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

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

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

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

### PAYMENTS

Ultimate Trade Shows & Events, Inc. agrees to make on time payments as specified in above payment schedule.

REVIEWED \_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 6 - 10, 2016**

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

**See Exhibit A**

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

**Crossroads of the West Gun Show**

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

**\$82,139.50**

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

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

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

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

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

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

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

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

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

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

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

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037-0290**

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

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

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

**Title: Tracy Olcott, Show Manager**

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

# EXHIBIT A – October

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-138-16
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Dates:</b>	10/08/2016 - 10/09/2016	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

**Admission Prices:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 7,500 Per Day

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Thursday</b>			
Anaheim Building (#16)	10/06/2016 06:00 AM - 05:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	10/06/2016 06:00 AM - 05:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	10/06/2016 06:00 AM - 05:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	10/06/2016 06:00 AM - 05:00 PM	Move In	1,350.00
OC Promenade (The Span)	10/06/2016 06:00 AM - 05:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	10/06/2016 06:00 AM - 05:00 PM	Move In	850.00
<b>Friday</b>			
Anaheim Building (#16)	10/07/2016 05:00 AM - 07:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	10/07/2016 05:00 AM - 07:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	10/07/2016 05:00 AM - 07:00 PM	Move In	1,550.00
Los Alamitos Building (#14)	10/07/2016 05:00 AM - 07:00 PM	Move In	1,350.00
Main Mall	10/07/2016 05:00 AM - 07:00 PM	Move In	750.00
OC Promenade (The Span)	10/07/2016 05:00 AM - 07:00 PM	Move In	*No Charge
Santa Ana Pavilion (Parade of Products)	10/07/2016 05:00 AM - 07:00 PM	Move In	850.00
<b>Saturday</b>			
Anaheim Building (#16)	10/08/2016 09:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	10/08/2016 09:00 AM - 05:00 PM	Event	4,100.00
Huntington Beach Building (#12)	10/08/2016 09:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	10/08/2016 09:00 AM - 05:00 PM	Event	2,700.00
Main Mall	10/08/2016 09:00 AM - 05:00 PM	Event	1,500.00
OC Promenade (The Span)	10/08/2016 09:00 AM - 05:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	10/08/2016 09:00 AM - 05:00 PM	Event	1,700.00
<b>Sunday</b>			
Anaheim Building (#16)	10/09/2016 09:00 AM - 04:00 PM	Event	2,000.00
Costa Mesa Building (#10)	10/09/2016 09:00 AM - 04:00 PM	Event	4,100.00
Huntington Beach Building (#12)	10/09/2016 09:00 AM - 04:00 PM	Event	3,100.00
Los Alamitos Building (#14)	10/09/2016 09:00 AM - 04:00 PM	Event	2,700.00
Main Mall	10/09/2016 09:00 AM - 04:00 PM	Event	1,500.00
OC Promenade (The Span)	10/09/2016 09:00 AM - 04:00 PM	Event	*No Charge
Santa Ana Pavilion (Parade of Products)	10/09/2016 09:00 AM - 04:00 PM	Event	1,700.00
<b>Monday</b>			
Anaheim Building (#16)	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/10/2016 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2016 only.

-Move out must be completed by 12:00 Noon on Monday - October 10, 2016 to avoid additional charges. **Total: 44,550.00**

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
Barricade	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 90	90.00 EA	18.00 EA	1,620.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00

## EXHIBIT A – October

Event Information					
Electrical Usage Rate	Estimate Only	1.00	EA	1,200.00 EVT	1,200.00
Forklift	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00 EA	3,200.00
Man Lift ( <i>Banners</i> )	Estimate 6 Hours	6.00	HR	75.00 HR	450.00
Marquee Board ( <i>1 Month</i> )	09/12/2016 - 10/09/2016	1.00	MTH	450.00 WK	Included
Portable Electronic Message Board	10/08/2016 - 10/09/2016	2.00	EA	75.00 EA/DAY	300.00
Public Address System ( <i>4 Buildings</i> )	10/07/2016 - 10/09/2016	4.00	EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 8 Hours	8.00	HR	75.00 HR	600.00
Stanchion ( <i>Ammo Dealer</i> )	TBD	TBD	EA	5.00 EA	TBD
Sweeper ( <i>In-House</i> )	Estimate 15 Hours	15.00	HR	75.00 HR	1,125.00
Ticket Booth	Estimate 3	3.00	EA	100.00 EVT	300.00
<b>Total:</b>					<b>10,700.00</b>

Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>		<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>					
<b>Set Up</b>					
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	20.00 HR	200.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	20.00HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00 HR	250.00
<b>Event Day</b>					
Grounds Attendant Lead	10/08/2016 08:00 AM - 05:00 PM	1.00	EA	30.00 HR	270.00
Grounds Attendant	10/08/2016 08:00 AM - 05:00 PM	2.00	EA	20.00 HR	360.00
Janitorial Attendant Lead	10/08/2016 08:00 AM - 05:00 PM	1.00	EA	30.00 HR	270.00
Janitorial Attendant	10/08/2016 08:00 AM - 05:00 PM	9.00	EA	20.00 HR	1,620.00
Electrician	10/08/2016 08:00 AM - 05:00 PM	1.00	EA	50.00 HR	450.00
Grounds Attendant Lead	10/09/2016 08:00 AM - 04:00 PM	1.00	EA	30.00 HR	240.00
Grounds Attendant	10/09/2016 08:00 AM - 04:00 PM	2.00	EA	20.00 HR	320.00
Janitorial Attendant Lead	10/09/2016 08:00 AM - 04:00 PM	1.00	EA	30.00 HR	240.00
Janitorial Attendant	10/09/2016 08:00 AM - 04:00 PM	9.00	EA	20.00 HR	1,440.00
Electrician	10/09/2016 08:00 AM - 04:00 PM	1.00	EA	50.00 HR	400.00
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	20.00 HR	800.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	20.00HR	320.00
Electrician	Estimate 5 Hours	5.00	HR	50.00 HR	250.00
<b><u>Event Sales &amp; Services</u></b>					
Event Coordinator	10/08/2016 07:00 AM - 05:00 PM	1.00	EA	40.00 HR	400.00
Event Coordinator	10/09/2016 08:00 AM - 04:00 PM	1.00	EA	40.00 HR	320.00
<b><u>Parking</u></b>					
Parking Attendant Lead	10/07/2016 08:00 AM - 07:00 PM	1.00	EA	30.00 HR	330.00
Parking Attendant	10/07/2016 08:00 AM - 07:00 PM	5.00	EA	20.00 HR	1,100.00
<b><u>Safety &amp; Security</u></b>					
Security Attendant - Overnight	10/07/2016 07:00 PM - 10/08/2016 07:00 AM	5.00	EA	20.00 HR	1,200.00
Security Attendant Lead	10/08/2016 07:00 AM - 05:45 PM	1.00	EA	30.00 HR	322.50
Security Attendant	10/08/2016 07:00 AM - 05:45 PM	12.00	EA	20.00 HR	2,580.00
Security Attendant - Ammo Dealer	10/08/2016 07:00 AM - 05:45 PM	2.00	EA	20.00 HR	430.00
Security Attendant - Overnight	10/08/2016 05:00 PM - 10/09/2016 08:00 AM	5.00	EA	20.00 HR	1,500.00
Security Attendant Lead	10/09/2016 08:00 AM - 04:45 PM	1.00	EA	30.00 HR	262.50
Security Attendant	10/09/2016 08:00 AM - 04:45 PM	8.00	EA	20.00 HR	1,400.00
Security Attendant - Ammo Dealer	10/09/2016 08:00 AM - 04:45 PM	2.00	EA	20.00 HR	350.00
Security Attendant	10/09/2016 08:00 AM - 07:00 PM	4.00	EA	20.00 HR	880.00
<b><u>Technology</u></b>					
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00	EA	100.00 EVT	100.00

# EXHIBIT A – October

## Event Information

### Outside Services

Emergency Medical Services	10/08/2016 08:00 AM - 05:30 PM	2.00 EA	20.00 HR	380.00
Emergency Medical Services	10/09/2016 08:00 AM - 04:30 PM	2.00 EA	20.00 HR	340.00
Orange County Sheriff Services	10/08/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	10/09/2016 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
<b>Total:</b>				<b>25,389.50</b>

### Summary

Facility Rental Total	\$44,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$36,089.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$82,139.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/08/2016	\$27,380.00
Second Payment	08/08/2016	\$27,380.00
Third Payment	09/08/2016	\$27,379.50
<b>Payment Total:</b>		<b>\$82,139.50</b>

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

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

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

### CANOPIES / TENTS

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

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

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

REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**July 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:

**Crowell & Moring, LLP Company Picnic**

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

**\$616.00**

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

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

**Crowell & Moring, LLP**  
**3 Park Plaza #2000**  
**Irvine, CA 92614**

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

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

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

**Title: Mark Neighbors, Office Administrator**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crowell & Moring, LLP Company Picnic	<b>Contract No:</b>	R-143-16
<b>Contact Person:</b>	Mark Neighbors	<b>Phone:</b>	(949) 798-1350
<b>Event Date:</b>	07/16/2016	<b>Hours:</b>	11:00 AM - 2:00 PM

**Admission Price:** Group Order purchased through Tandem

**Vehicle Parking Fee:** \$10.00 General Parking **Projected Attendance:** 204

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Business Development Area	07/16/2016 10:00 AM - 11:00 AM	Move In	Included
Business Development Area	07/16/2016 11:00 AM - 02:00 PM	Event	500.00
Business Development Area	07/16/2016 02:00 PM - 03:00 PM	Move Out	Included

**Note:** Fair opens at 10:00 AM

-Move out must be completed by 3:00 PM on Saturday - July 16, 2016

**Total: 500.00**

## Estimated Fees – Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
<b>Event Operations</b>				
Grounds Attendant ( <i>Post Event Cleanup</i> )	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
<b>Group Tickets (see Exhibit B)</b>				
Adult Super Pass		125.00 EA	27.00 EA	PAID
General Admission Ticket		60.00 EA	9.00 EA	PAID
Carnival Ride Wristband		75.00 EA	27.00 EA	PAID
Pre-Paid Parking Pass		75.00 EA	10.00 EA	PAID
Youth General Admission Ticket		10.00 EA	4.00 EA	PAID
Youth Super Pass		9.00 EA	23.00 EA	PAID
<b>Catering Order (see Exhibit C)</b>				
Spectra to Provide – Pay Direct to Spectra		204.00 EA	TBD Spectra	Spectra
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)		TBD DAY	95.00 DAY	TBD
<b>Total:</b>				<b>116.00</b>

### Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel, Group Ticket & Insurance Fees	\$116.00
<b>Grand Total:</b>	<b>\$616.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	07/01/2016	\$616.00
<b>Total:</b>		<b>\$616.00</b>
<b>Payment Total:</b>		<b>\$616.00</b>

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

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

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Capistrano Connections Academy dba California Connections Academy @ Capistrano** 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 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:

**Connections Academy Beginning of the Year Picnic**

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

**\$10,776.50**

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

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

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

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

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

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

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

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

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

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

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

**Capistrano Connections Academy dba  
California Connections Academy @ Capistrano  
33272 Valle Road  
San Juan Capistrano, CA 92675**

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

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

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

**Title: Stephanie Jaeger, Field Trip Program Coordinator**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Connections Academy Beginning of the Year Picnic	<b>Contract No:</b>	R-148-16
<b>Contact Person:</b>	Stephanie Jaeger	<b>Phone:</b>	(949) 464-8395
<b>Event Date:</b>	09/29/2016	<b>Hours:</b>	10:00 AM - 2:00 PM

**Admission Price:** Private Event (*No Fee*)

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

**Projected Attendance:** 800

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Country Meadows	09/29/2016 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	09/29/2016 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	09/29/2016 10:00 AM - 02:00 AM	Event	*1,445.00
Huntington Beach Building (#12)	09/29/2016 10:00 AM - 02:00 AM	Event	*2,635.00

\*15% 501(c)(3) discount has been applied. Nonprofit verification must be submitted to OCFEC upon signing of Agreement.

**-Move out must be completed by 11:59 PM on Thursday - September 29, 2016 to avoid additional charges. Total: 4,080.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade ( <i>Plastic</i> )	Estimate 20	20.00 EA	15.00 EA	300.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Folding Chair	Estimate 10	10.00 EA	2.50 EA	25.00
Folding Table ( <i>Rectangle</i> )	Estimate 7	7.00 EA	15.00 EA	105.00
Forklift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Picnic Table ( <i>Round</i> )	Estimate 50	50.00 EA	15.00 EA	750.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	09/29/2016	2.00 EA	75.00 EA/DAY	150.00
Public Address System ( <i>Per Building</i> )	09/29/2016	1.00 EA	75.00 EA/DAY	75.00
Sweeper ( <i>In-House</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Microphone	09/29/2016	1.00 EA	50.00 EA	50.00
<b>Total:</b>				<b>2,970.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
<b>Event Day</b>				
Grounds Attendant Lead	09/29/2016 08:00 AM - 02:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	09/29/2016 08:00 AM - 02:00 PM	1.00 EA	20.00 HR	120.00
Janitorial Attendant	09/29/2016 08:00 AM - 02:00 PM	2.00 EA	20.00 HR	240.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	09/29/2016 09:00 AM - 02:00 PM	1.00 EA	40.00 HR	200.00
<b><u>Parking</u></b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant	09/29/2016 09:00 AM - 02:30 PM	2.00 EA	20.00 HR	220.00
<b><u>Technology</u></b>				
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	09/29/2016 09:30 AM - 02:30 PM	2.00 EA	20.00 HR	200.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50

**Total: 2,444.50**

### Summary

Facility Rental Total	\$4,080.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,414.50
Refundable Deposit	\$1,500.00

**Grand Total: \$10,994.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - ( <i>25% of Facility Fee</i> )	Upon Signing	\$1,020.00
Second Payment	08/11/2016	\$4,987.25
Third Payment	08/29/2016	\$4,987.25

**Total: \$10,994.50**

**Payment Total: \$10,994.50**

**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.

### ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property.

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

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

### OUTSIDE FOOD & BEVERAGE

Spectra agrees to allow Capistrano Connections Academy attendees to bring in outside food and beverage. Glass bottles and cans brought on the grounds by attendees is strictly prohibited. Spectra will have concessions food and beverage services available for attendees.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Stephanie Jaeger, Field Trip Program Coordinator

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Michele A. Richards, V.P. Business Development

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Juan Quintero, Spectra General Manager

REVIEWED \_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME XX

APPROVED \_\_\_\_\_

INTERIM

**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 **Amusement Park 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

**July 25, 2016**

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

**See Exhibit A**

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

**Los Angeles County Fair Film Shoot by Amusement Park Inc.**

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

**\$1,458.00**

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

6. Association shall have the right to audit and monitor 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 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 or guests 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. 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 last below signed.

**Amusement Park Inc.  
217 North Main Street #200  
Santa Ana, CA 92701**

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

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

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

**Title: Christina Kolbenschla, Producer**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Los Angeles County Fair Film Shoot	<b>Contract No:</b>	R-149-16
<b>Contact Person:</b>	Christina Kolbenschlag	<b>Phone:</b>	(909) 865-4213
<b>Event Date:</b>	07/25/2016	<b>Hours:</b>	2:00 PM - 12:00 AM

**Admission Prices:** Promo Badges for one day only. Badges must be returned the same day.

**Vehicle Parking Fee:** No charge, but must enter designated gate.

**Projected Attendance:** 40

## Facility

<u>Facility and/or Area</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Various Locations	07/25/2016 02:00 PM - 12:00 AM		

**Note:** Monday, 07/25/2016 Fair is Closed

**-Move out must be completed by 1:00 AM on Tuesday - July 26, 2016.**

## Estimated Reimbursable Equipment, Personnel Fees & Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	07/25/2016	1.00 EA	18.00 EA	18.00
<b><u>Event Operations</u></b>				
Janitorial Attendant	07/25/2016 02:00 PM - 12:00 AM	2.00 EA	20.00 HR	400.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	07/25/2016 01:00 PM - 12:00 AM Estimate Only	1.00 EA	40.00 HR	440.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant	07/27/2015 02:00 PM - 12:00 AM Estimate Only	3.00 EA	20.00 HR	600.00

**-Any requests for equipment and personnel not listed on this agreement will result in additional charges.**

### Summary

	<b>Total:</b>	<b>\$1,458.00</b>
Estimated Equipment, Reimbursable Personnel and Services Total		\$1,458.00
	<b>Grand Total:</b>	<b>\$1,458.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/20/2016	\$1,458.00
	Total:	\$1,458.00
	<b>Payment Total:</b>	<b>\$1,458.00</b>

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

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

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

### SPECTRA

All food and beverage service must be discussed with and approved by Spectra (formerly Ovations), the OCFEC Master Concessionaire. No buyout for this event.

REVIEWED \_\_\_\_\_

DATE October 18, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**December 8 - 13, 2016**

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

**See Exhibit A**

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

**Shoreline Dog Fanciers Association - The Holiday Classic Dog Show**

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

**\$33,132.50**

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

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

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

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

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

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

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

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

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

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

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

**Shoreline Dog Fanciers Association  
24922 Las Marias Lane  
Mission Viejo, CA 92691**

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

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

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

**Title: Peggy McDill, Promoter**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Shoreline Dog Fanciers Association - The Holiday Classic Dog Show	<b>Contract No:</b>	R-151-16
<b>Contact Person:</b>	Peggy McDill	<b>Phone No:</b>	(949) 330-0885
<b>Event Dates:</b>	12/09/2016 - 12/10/2016	<b>Hours:</b>	Friday: 8:00 AM - 5:00 PM Saturday: 8:00 AM - 5:00 PM

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	12/08/2016 08:00 AM - 10:00 PM	Move In	500.00
Huntington Beach Building (#12)	12/08/2016 08:00 AM - 10:00 PM	Move In	775.00
Los Alamitos Building (#14)	12/08/2016 08:00 AM - 10:00 PM	Move In	675.00
<b>Friday</b>			
Anaheim Building (#16)	12/09/2016 08:00 AM - 05:00 PM	Event	2,000.00
Huntington Beach Building (#12)	12/09/2016 08:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	12/09/2016 08:00 AM - 05:00 PM	Event	2,700.00
<b>Saturday</b>			
Anaheim Building (#16)	12/10/2016 08:00 AM - 05:00 PM	Event	2,000.00
Huntington Beach Building (#12)	12/10/2016 08:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	12/10/2016 08:00 AM - 05:00 PM	Event	2,700.00
<b>Tuesday</b>			
Anaheim Building (#16)	12/13/2016 08:00 AM - 09:00 AM	Move Out	No Charge
Huntington Beach Building (#12)	12/13/2016 08:00 AM - 09:00 AM	Move Out	No Charge
Los Alamitos Building (#14)	12/13/2016 08:00 AM - 09:00 AM	Move Out	No Charge

**-Move out must be completed by 9:00 AM on Tuesday - December 13, 2016 to avoid additional charges. Total: 17,550.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate TBD	TBD EA	70.00 EA	TBD
Camping - Event Days	TBD	TBD NIGHT	30.00 NIGHT	TBD
Camping - Pre/Post Event Days	TBD	TBD NIGHT	35.00 NIGHT	TBD
Dumpster	Estimate 26	26.00 EA	18.00 EA	468.00
Electrical Splitter Box <i>(Includes Camping)</i>	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 1	1.00 HR	75.00 HR	75.00
Hang Tag - 4 Day	Estimate 100	100.00 EA	16.00 EA	1,600.00
Marquee Board	12/03/2016 - 12/12/2016	9.00 DAY	64.29 DAY	Included
<i>(9 Consecutive Days - Shared with Malibu Kennel Club)</i>				
Portable Electronic Message Board	12/09/2016 - 12/10/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System <i>(Per Building)</i>	12/09/2016 - 12/10/2016	3.00 EA	75.00 EA/DAY	450.00
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Sweeper <i>(In-House)</i>	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
<b>Total:</b>				<b>5,743.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
<b>Event Days</b>				
Grounds Attendant Lead	12/09/2016 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	12/09/2016 07:00 AM - 05:00 PM	4.00 EA	20.00 HR	800.00
Janitorial Attendant	12/09/2016 07:00 AM - 05:00 PM	7.00 EA	20.00 HR	1,400.00
Grounds Attendant Lead	12/10/2016 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	12/10/2016 07:00 AM - 05:00 PM	4.00 EA	20.00 HR	800.00
Janitorial Attendant	12/10/2016 07:00 AM - 05:00 PM	7.00 EA	20.00 HR	1,400.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 14 Hours	14.00 HR	20.00 HR	280.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00

### Event Sales & Services

Event Coordinator	12/09/2016 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	12/10/2016 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00

### Parking

Parking Attendant Lead	12/08/2016 11:00 AM - 04:30 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	12/08/2016 11:00 AM - 04:30 PM	3.00 EA	20.00 HR	330.00

### Safety & Security

Security Attendant - Overnight	12/08/2016 09:00 PM - 12/09/2016 06:30 AM <i>(4.75 Hours Charged to Malibu Kennel Club)</i>	1.00 EA	20.00 HR	95.00
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Security Attendant - Overnight	12/09/2016 05:00 PM - 12/10/2016 06:30 AM	1.00 EA	20.00 HR	270.00
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Security Attendant	12/10/2016 05:00 PM - 11:45 PM	1.00 EA	20.00 HR	135.00
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### Technology

Technology Attendant	Flat Fee <i>(Audio Configuration)</i> <i>(1/2 Share Charged to Malibu Kennel Club)</i>	0.50 EA	100.00 EVT	50.00
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### Outside Services

State Fire Marshal	Estimate Only <i>(Plan Review and/or Site Inspection)</i>	1.50 HR	263.00 HR	394.50
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**Total: 8,339.50**

### Summary

Facility Rental Total	\$17,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,082.50
Refundable Deposit	\$1,500.00

**Grand Total: \$33,132.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/08/2016	\$1,000.00
Second Payment	09/08/2016	\$10,711.00
Third Payment	10/07/2016	\$10,710.75
Fourth Payment	11/08/2016	\$10,710.75

**Total: \$33,132.50**

**Payment Total: \$33,132.50**

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

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

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

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

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

### CAMPING

Malibu Kennel Club to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than December 14, 2016. Payment due by December 21, 2016.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Big Foods Fest, LLC dba Tater Tot Festival** 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 30 - October 1, 2016**

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

**See Exhibit A**

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

**Tater Tots & Beer Festival**

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

**\$14,077.00**

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

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

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

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

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

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

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

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

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

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

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

**Big Food Fest, LLC dba Tater Tot Festival**  
**P.O. Box 71764**  
**Phoenix, AZ 85050**

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

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

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

**Title: Aspen Decker, Coordinating Producer**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b> Tater Tots & Beer Festival	<b>Contract No:</b> R-152-16
<b>Contact Person:</b> Aspen Decker	<b>Phone:</b> (602) 487-3099
<b>Event Date:</b> 10/01/2016	<b>Hours:</b> 11:00 AM - 6:00 PM
	<b>Session 1:</b> 11:00 AM - 2:00 PM
	<b>Session 2:</b> 3:00 PM - 6:00 PM
<b>Admission Price:</b> General Admission: \$50.00 (\$40.00 online) VIP: \$100.00 (\$75.00 online) Designated Driver: \$25.00	
<b>Vehicle Parking Fee:</b> \$8.00 General Parking	<b>Projected Attendance:</b> 1,000 per session

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Plaza Pacifica	09/30/2016 06:00 AM - 10:00 PM	Move In	700.00
Plaza Pacifica Lobby	09/30/2016 06:00 AM - 10:00 PM	Move In	487.50
<b>Saturday</b>			
Plaza Pacifica	10/01/2016 06:00 AM - 11:00 AM	Move In	Included
Plaza Pacifica Lobby	10/01/2016 06:00 AM - 11:00 AM	Move In	Included
Plaza Pacifica	10/01/2016 11:00 AM - 06:00 PM	Event	1,400.00
Plaza Pacifica Lobby	10/01/2016 11:00 AM - 06:00 PM	Event	975.00
<b>-Move out must be completed by 11:59 PM on Saturday - October 1, 2016 to avoid additional charges.</b>			<b>Total: 3,562.50</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	400.00 EVT	400.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board (7 Consecutive Days)	09/25/2016 - 10/01/2016	1.00 WK	450.00 WK	Included
Picnic Table (Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	10/01/2016	2.00 EA	75.00 EA/DAY	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Ticket Booth	TBD	TBD EA	100.00 EVT	TBD
Umbrella	TBD	TBD EA	15.00 EA	TBD
<b>-OCFEC does not provide chairs for vendors or outside stages.</b>			<b>Total: 1,644.00</b>	

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Day</b>				
Grounds Attendant Lead	10/01/2016 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/01/2016 10:00 AM - 07:00 PM	2.00 EA	20.00 HR	360.00
Janitorial Attendant	10/01/2016 10:00 AM - 07:00 PM	4.00 EA	20.00 HR	720.00
Electrician	TBD	TBD EA	50.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	10/01/2016 10:00 AM - 07:00 PM	1.00 EA	40.00 HR	360.00
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	10/01/2016 10:30 AM - 06:30 PM	1.00 EA	30.00 HR	240.00
Security Attendant	10/01/2016 10:30 AM - 06:30 PM	9.00 EA	20.00 HR	1,440.00

# EXHIBIT A

## Event Information

### Technology

Technology Attendant ( <i>Sound Monitor</i> )	10/01/2016 10:00 AM - 06:00 PM	1.00 EA	40.00 HR	320.00
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### Outside Services

Emergency Medical Services	10/01/2016 10:30 AM - 06:30 PM	2.00 EA	21.00 HR	336.00
Orange County Sheriffs	Estimate Only	2.00 EA	1,400.00 EVT	1,400.00
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	200.00 EVT	200.00

**Total: 7,370.50**

### Summary

Facility Rental Total	\$3,562.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,014.50
Refundable Deposit	\$1,500.00

**Grand Total: \$14,077.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/23/2016	\$14,077.00

**Total: \$14,077.00**

**Payment Total: \$14,077.00**

**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 you are aware of the details of these construction projects and how they may affect your event.**

#### AGE REQUIREMENT

Tater Tots & Beer Festival is a twenty-one (21) years of age and over only 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.

#### 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 cannot begin before 11:00 AM and must end by 6:00 PM on Saturday. Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, Big Food Fest, LLC dba Tater Tot Festival must comply with request. 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 the OCFEC Sound Monitor prior to the event.**

#### SPECTRA BUYOUT

Big Food Fest, LLC dba Tater Tot Festival agrees to pay a \$2,500.00 per day food and beverage buyout to Spectra. A payment total of \$2,500.00 for one (1) event days must be paid to Spectra by no later than **September 16, 2016**.

#### SPECTRA STAFF

Big Food Fest, LLC dba Tater Tot Festival is required to use Spectra staff to pour any and all alcoholic beverages. Spectra staff will be billed at \$17.50 per hour per person.

# EXHIBIT A

## Event Information

### TICKETS

Only one thousand (1,000) tickets/attendees per session approved.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Aspen Decker, Coordinating Producer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Michele A. Richards, V.P. Business Development**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Juan Quintero, Spectra General Manager**

REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Robby Gordon Entertainment/SST, Inc** hereinafter, called the Rentor

**WITNESSETH:**

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

**September 11 - 20, 2016**

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

**See Exhibit A**

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

**Stadium Super Trucks**

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

**\$27,152.50**

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.

**Robby Gordon Entertainment/SST, Inc.**  
**10615 Twin Lakes Parkway**  
**Charlotte, NC 28269-7659**

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

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

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

**Title: Robby Gordon, Owner**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Stadium Super Trucks	<b>Contract No:</b>	R-158-16
<b>Contact Person:</b>	Robby Gordon	<b>Phone:</b>	(714) 990-5107
<b>Event Dates:</b>	09/16/2016 - 09/17/2016	<b>Hours:</b>	<b>Friday:</b> 7:00 PM - 9:45 PM Doors: 5:30 PM
			<b>Saturday:</b> 7:00 PM - 9:45 PM Doors: 5:30 PM

**Admission Price:** Adult: \$25.00 Child (2 - 12 Years): \$15.00 Military (Active & Retired Personnel): \$15.00

**Vehicle Parking Fee:** \$8.00 General Parking **Attendance:** 20,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Parking Lot I	09/11/2016 06:00 PM - 11:00 PM	Move In	No Charge
<b>Monday</b>			
Parking Lot I	09/12/2016 06:00 AM - 11:00 PM	Move In	900.00
<b>Tuesday</b>			
Parking Lot I	09/13/2016 06:00 AM - 11:00 PM	Move In	900.00
<b>Wednesday</b>			
Parking Lot I	09/14/2016 06:00 AM - 11:00 PM	Move In	900.00
<b>Thursday</b>			
Parking Lot I	09/15/2016 06:00 AM - 11:00 PM	Move In	900.00
<b>Friday</b>			
Parking Lot I	09/16/2016 06:00 PM - 09:45 PM	Event	1,800.00
<b>Saturday</b>			
Parking Lot I	09/17/2016 06:00 PM - 09:45 PM	Event	1,800.00
<b>Sunday</b>			
Parking Lot I	09/18/2016 06:00 AM - 11:59 PM	Dark	900.00
<b>Monday</b>			
Parking Lot I	09/19/2016 06:00 AM - 11:59 PM	Move Out	315.00
<b>Tuesday</b>			
Parking Lot I (Bleachers Only)	09/20/2016 06:00 AM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>8,415.00</b>

**-Move out of all equipment and other items temporarily stored in Parking Lot I must be completed by 11:59 PM on Tuesday - September 20, 2016 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 2 (2015 = 7 EA)	2.00 EA	70.00 EA	140.00
Barricade (Metal)	TBD (2015 = 0 EA)	TBD EA	15.00 EA	TBD
Barricade (Plastic)	TBD (2015 = 34 EA)	TBD EA	15.00 EA	TBD
Cable Ramp	TBD (2015 = 8 EA)	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD (2015 = 12 EA)	TBD EA	2.50 EA	TBD
Dumpster	TBD (2015 = 65 EA)	TBD EA	18.00 EA	TBD
Electrical Splitter Box - Outside	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	150.00
Forklift (Lot I Fence Panels)	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 3 Day	Estimate 10	10.00 EA	12.00 EA	120.00
Marquee Board (3 Consecutive Weeks)	09/01/2016 - 09/17/2016	3.00 WK	450.00 WK	Included
RV Camping (Campground)	TBD (2015 = 0 EA)	TBD EA	30.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Ticket Booth (Double Window)	Estimate 2	2.00 EA	100.00 EA	200.00
<b>Total:</b>				<b>2,280.00</b>

# EXHIBIT A

## Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 24 Hours	24.00 HR	20.00 HR	480.00
Grounds Attendant ( <i>Fence Panels</i> )	TBD	TBD HR	20.00 HR	TBD
Janitorial Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00
Plumber	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<b>Event Days</b>				
<b>Doors: 5:30 PM Event Hours: 7:00 PM - 9:45 PM</b>				
Grounds Attendant Lead	09/16/2016 05:00 PM - 10:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	09/16/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Janitorial Attendant	09/16/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Electrician	09/16/2016 05:00 PM - 10:30 PM	1.00 EA	50.00 HR	275.00
<b>Doors: 5:30 PM Event Hours: 7:00 PM - 9:45 PM</b>				
Grounds Attendant Lead	09/17/2016 05:00 PM - 10:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	09/17/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Janitorial Attendant	09/17/2016 05:00 PM - 10:30 PM	4.00 EA	20.00 HR	440.00
Electrician	09/17/2016 05:00 PM - 10:30 PM	1.00 EA	50.00 HR	275.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 24 Hours	24.00 HR	20.00 HR	480.00
Grounds Attendant ( <i>Fence Panels</i> )	TBD	TBD HR	20.00 HR	TBD
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
Plumber	Estimate 1 Hours	1.00 HR	50.00 HR	50.00
<b><u>Safety &amp; Security</u></b>				
Additional security required for Baja Blues special events.				
Renter agrees to contract directly with an outside security company.				
<b><u>Technology</u></b>				
Technology Attendant	09/16/2016 TBD	TBD EA	40.00 HR	TBD
Technology Attendant	09/17/2016 TBD	TBD EA	40.00 HR	TBD
<b><u>Outside Services</u></b>				
Ambulance Service	09/16/2016 - 09/17/2016	TBD EA	TBD EVT	TBD
Emergency Medical Services	09/16/2016 04:00 PM - 10:00 PM	4.00 EA	21.00 HR	504.00
Emergency Medical Services	09/17/2016 04:00 PM - 10:00 PM	4.00 EA	21.00 HR	504.00
International Speedway, Inc.	N/A	N/A EA	N/A EVT	N/A
Orange County Sheriff	09/16/2016 Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Orange County Sheriff	09/17/2016 Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Parking Lot Repair ( <i>Post Event</i> )	TBD	TBD EA	TBD EVT	TBD
Sound Engineer	09/15/2016 ( <i>Half Day</i> )	1.00 EA	375.00 EA/DAY	375.00
Sound Engineer	09/16/2016 - 09/17/2016	1.00 EA	750.00 EA/DAY	1,500.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00

**Total: 11,457.50**

### Summary

Facility Rental Total	\$8,415.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,737.50
Refundable Deposit	\$5,000.00
<b>Grand Total:</b>	<b>\$27,152.50</b>

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/02/2016	\$27,152.50
	<b>Total:</b>	<b>\$27,152.50</b>
	<b>Payment Total:</b>	<b>\$27,152.50</b>

Please Remit Payment in \*Check Only\*

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

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

### AMBULANCE

Renter agrees that an ambulance shall be on site at all times during Stadium Super Truck activity. In the event that an ambulance transports a driver, Stadium Super Truck activity shall not commence until another ambulance is on site.

### CAMPING

Camping rate is \$30.00 per unit per night; includes electric and water. Robby Gordon Entertainment/SST to submit itemized list detailing number of units/days stayed. The list must be submitted by no later than **Tuesday - September 20, 2016**.

### DAMAGES

Any damages to OCFEC facility/property will be assessed after events have concluded and equipment has been moved out. All costs associated with damages resulting from Stadium Super Truck activity will be deducted from the refundable deposit.

### DUMPSTERS

Robby Gordon Entertainment/SST will be responsible for providing a 40 yard dumpster for the duration of the event. Dumpster must be off OCFEC property no later than **10:00 AM, Wednesday - September 21, 2016**.

### EXIT GATES

Major exits shall not be obstructed nor secured in a closed position during event.

### INJURIES

All injuries must be reported immediately to OCFEC Safety & Security Department. Reports must include the name of individual, type of injury, location of injury and description of how the injury occurred. Renter will submit a referee's/official's report to OCFEC Safety & Security Department on the day following each event date.

### MERCHANDISE

OCFEC will allow Robby Gordon Entertainment/SST to sell event merchandise without commission to OCFEC.

### NOISE ORDINANCE

Renter agrees to follow all noise restrictions listed on Exhibit E of the Robby Gordon Entertainment/SST Rental Agreement.

### OVERNIGHT PARKING

Overnight parking is strictly prohibited on OCFEC property.

# EXHIBIT A

## Event Information

### PROHIBITED MATERIALS AT TEMPORARY STADIUM SUPER TRUCKS GRANDSTANDS

The public is not permitted to enter the Temporary Grandstands with items as follows:

1. Drugs, narcotics and alcoholic beverages.
2. Food and beverage (may be limited at the discretion of OCFEC).
3. Glass or metal containers, except for small containers needed for medicine and other personal items.
4. Objects that could be considered dangerous (at the discretion of OCFEC).
5. Coolers, cans, bottles or containers.
6. Suitcases, boxes, bedrolls or any other objects that exceed one cubic foot in measure.
7. Sidearms, mace, weapons or fireworks.

### REMOTE CONTROLLED DEVICES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

1. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of OCFEC or the proper law enforcement authority.
2. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
3. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent of OCFEC will result in the confiscation of all related materials, removal from OCFEC property, and/or response from applicable law enforcement authority.
4. OCFEC will notify the Federal Aviation Administration (FAA) and/or the Joint Terrorism Task Force (JTTF), and/or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remotely controlled ground based vehicles.
5. Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

### SECURITY

Renter agrees to contract directly with an outside security company. Security company must be licensed as a California PPO. A security plan must be submitted to OCFEC by no later than **Monday - September 2, 2016**.

### TEMPORARY STADIUM SUPER TRUCKS GRANDSTANDS

1. Renter agrees to have temporary grandstands inspected by a State engineer at Renter's own cost. A written inspection report must be submitted to OCFEC prior to **Friday - September 15, 2016**.
2. Renter agrees to submit a detailed summary of the temporary grandstand capacity load.



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**November 18 - 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:

**The Mom Made Market**

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

**\$15,047.50**

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

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

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

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

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

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

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

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

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

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

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

**Fueling Moms**  
**1218 Bellingham Drive**  
**Oceanside, CA 92057**

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

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

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

**Title: Kimberly Cross, Owner**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b> The Mom Made Market	<b>Contract No:</b> R-159-16
<b>Contact Person:</b> Kimberly Cross	<b>Phone:</b> (949) 910-3478
<b>Event Dates:</b> 11/18/2016 - 11/19/2016	<b>Hours:</b> Friday: 3:00 PM - 9:00 PM Saturday: 10:00 AM - 3:00 PM
<b>Admission Price:</b> Adult: \$5.00	<b>Projected Attendance:</b> 3,000 Per Day
<b>Vehicle Parking Fee:</b> \$8.00 General Parking	

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	11/18/2016 10:00 AM - 03:00 PM	Move In	Included
The Hangar	11/18/2016 03:00 PM - 09:00 PM	Event	3,300.00
<b>Saturday</b>			
The Hangar	11/19/2016 10:00 AM - 03:00 PM	Event	3,300.00

**-Move out must be completed by 11:59 PM on Saturday - November 19, 2016 to avoid additional charges. Total: 6,600.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<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
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
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Man Lift ( <i>Banners</i> )	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board ( <i>7 Consecutive Days</i> )	11/13/2016 - 11/19/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/18/2016 - 11/19/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System ( <i>Per Building</i> )	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper ( <i>In-House</i> )	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

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 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 4 Hours	4.00 HR	50.00 HR	200.00
<b>Event Day</b>				
Grounds Attendant Lead	11/18/2016 02:00 PM - 09:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	11/18/2016 02:00 PM - 09:00 PM	2.00 EA	20.00 HR	280.00
Janitorial Attendant	11/18/2016 02:00 PM - 09:00 PM	2.00 EA	20.00 HR	280.00
Grounds Attendant Lead	11/19/2016 09:00 AM - 03:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	11/19/2016 09:00 AM - 03:00 PM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	11/19/2016 09:00 AM - 03:00 PM	2.00 EA	20.00 HR	240.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	11/18/2016 02:00 PM - 09:00 PM	1.00 EA	40.00 HR	280.00
Event Coordinator	11/18/2016 09:00 AM - 03:00 PM	1.00 EA	40.00 HR	240.00
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant	11/18/2016 02:30 PM - 09:30 PM	3.00 EA	20.00 HR	420.00
Security Attendant	11/19/2016 09:30 AM - 03:30 PM	3.00 EA	20.00 HR	360.00

### Technology

Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	TBD EA	100.00 EVT	TBD
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### Outside Services

Emergency Medical Services	11/18/2016 02:30 PM - 09:30 PM	1.00 EA	21.00 HR	147.00
Emergency Medical Services	11/19/2016 09:30 AM - 03:30 PM	1.00 EA	21.00 HR	126.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50

**Total:** \$5,137.50

### Summary

Facility Rental Total	\$6,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,947.50
Refundable Deposit	\$1,500.00

**Grand Total:** \$15,047.50

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - ( <i>25% of Facility Fee</i> )	Upon Signing	\$1,650.00
Second Payment	09/19/2016	\$6,698.75
Third Payment	10/18/2016	\$6,698.75

**Total:** \$15,047.50

**Payment Total:** \$15,047.50

**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.

### 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

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Rentor must comply with request.

REVIEWED \_\_\_\_\_

DATE October 18, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**November 11 - 13, 2016**

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

**See Exhibit A**

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

**Vagabondias - Trailer Rally**

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

**\$30.00 per unit per night includes water and electric, less \$30.00 deposit remitted with this agreement. Balance of \$30.00 per unit per night minus \$30.00 deposit, due to the Safety & Security Department on or before November 13, 2016. All campers must provide proof of insurance on or before November 11, 2016.**

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

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

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

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

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

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

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

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

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

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

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

**Vagabondias**  
**8237 Birchcrest Road**  
**Downey, CA 90240**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Nancy Anna, Wagon Master**

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

REVIEWED \_\_\_\_\_

DATE October 18, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**November 11 - 13, 2016**

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

**See Exhibit A**

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

**Camplighters - Trailer Rally**

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

**\$30.00 per unit per night includes water and electric, less \$30.00 deposit remitted with this agreement. Balance of \$30.00 per unit per night minus \$30.00 deposit, due to the Safety & Security Department on or before November 13, 2016. All campers must provide proof of insurance on or before November 11, 2016.**

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

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

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

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

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

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

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

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

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

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

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

**Camplighters**  
**14533 Cortina Drive**  
**La Mirada, CA 90638**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Sandy Straight, Wagon Master**

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 20 - 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:

**COMAQ - Car Test 2016**

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

**\$27,824.50**

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

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

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

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

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

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

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

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

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

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

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

**COMAQ North America**  
**627 Charlesina Drive**  
**Rochester, MI 48306**

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

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

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

**Title: Steve Petrick, Promoter**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	COMAQ - Car Test 2016	<b>Contract No:</b>	R-162-16
<b>Contact Person:</b>	Steve Petrick	<b>Phone:</b>	(278) 496-7874
<b>Event Dates:</b>	10/22/2016 - 10/27/2016	<b>Hours:</b>	Saturday - Thursday: 7:00 AM - 10:00 PM Lunch: 12:00 PM - 2:00 PM Dinner: 5:00 PM - 7:00 PM

**Vehicle Parking Fee:** Parking Buyout (*See Summary*) **Projected Attendance:** 120

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Los Alamitos Building (#14)	10/20/2016 08:00 AM - 11:00 PM	Move In	1,350.00
<b>Friday</b>			
Los Alamitos Building (#14)	10/21/2016 06:00 AM - 11:00 PM	Move In	1,350.00
<b>Saturday</b>			
Los Alamitos Building (#14)	10/22/2016 07:00 AM - 10:00 PM	Event	2,700.00
<b>Sunday</b>			
Los Alamitos Building (#14)	10/23/2016 07:00 AM - 10:00 PM	Event	2,700.00
<b>Monday</b>			
Los Alamitos Building (#14)	10/24/2016 07:00 AM - 10:00 PM	Event	2,700.00
<b>Tuesday</b>			
Los Alamitos Building (#14)	10/25/2016 07:00 AM - 10:00 PM	Event	2,700.00
<b>Wednesday</b>			
Los Alamitos Building (#14)	10/26/2016 07:00 AM - 10:00 PM	Event	2,700.00
<b>Thursday</b>			
Los Alamitos Building (#14)	10/27/2016 07:00 AM - 10:00 PM	Event	2,700.00

**-Move out must be completed by 11:59 PM on Thursday - October 27, 2016 to avoid additional charges. **Total:** 18,900.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	10/22/2016 - 10/27/2016	1.00 EA	125.00 EA/DAY	750.00
45 MB Internet - Static IP	TBD	TBD EA	400.00 EA/DAY	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift ( <i>Banners</i> )	TBD	TBD HR	75.00 HR	TBD
Projector Screen 6' Tripod	Estimate 2	2.00 EA	30.00 EA	60.00
Scissor Lift	TBD ( <i>Based on electrical layout</i> )	TBD HR	75.00 HR	TBD
Sweeper ( <i>In-House</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Router	TBD	TBD EA	75.00 EA/DAY	TBD

**Total:** 3,330.00

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<b>Event Day</b>				
<b>Lunch: 12:00 PM - 2:00 PM; Dinner: 5:00 PM- 7:00 PM</b>				
Janitorial Attendant	10/22/2016 Estimate 4 Hours in the AM	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/22/2016 Estimate 4 Hours in the PM	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/23/2016 Estimate 4 Hours in the AM	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/23/2016 Estimate 4 Hours in the PM	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/24/2016 Estimate 4 Hours in the AM	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/24/2016 Estimate 4 Hours in the PM	4.00 HR	20.00 HR	80.00

# EXHIBIT A

Event Information					
Janitorial Attendant	10/25/2016 Estimate 4 Hours in the AM	4.00	HR	20.00	80.00
Janitorial Attendant	10/25/2016 Estimate 4 Hours in the PM	4.00	HR	20.00	80.00
Janitorial Attendant	10/26/2016 Estimate 4 Hours in the AM	4.00	HR	20.00	80.00
Janitorial Attendant	10/26/2016 Estimate 4 Hours in the PM	4.00	HR	20.00	80.00
Janitorial Attendant	10/27/2016 Estimate 4 Hours in the AM	4.00	HR	20.00	80.00
Janitorial Attendant	10/27/2016 Estimate 4 Hours in the PM	4.00	HR	20.00	80.00
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	120.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	20.00	80.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	20.00	80.00
Electrician	Estimate 1 Hour	1.00	HR	50.00	50.00
<b>Event Sales &amp; Services</b>					
Event Coordinator	10/22/2016 Estimate 4 Hours	4.00	HR	40.00	160.00
Event Coordinator	10/23/2016 Estimate 4 Hours	4.00	HR	40.00	160.00
Event Coordinator	10/24/2016 Estimate 4 Hours	4.00	HR	40.00	160.00
Event Coordinator	10/25/2016 Estimate 4 Hours	4.00	HR	40.00	160.00
Event Coordinator	10/26/2016 Estimate 4 Hours	4.00	HR	40.00	160.00
Event Coordinator	10/27/2016 Estimate 4 Hours	4.00	HR	40.00	160.00
<b>Parking</b>					
Parking Attendant Lead	10/21/2016 Estimate 4 Hours	4.00	HR	30.00	120.00
Parking Attendant	10/21/2016 Estimate 8 Hours	8.00	HR	20.00	160.00
<b>Technology</b>					
Technology Attendant	TBD	TBD	HR	40.00	TBD
<b>Outside Services</b>					
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Onsite Inspection</i> )	1.50	HR	263.00	394.50
<b>Total:</b>					<b>3,134.50</b>

### Summary

Facility Rental Total	\$18,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,464.50
Parking Buyout ( <i>Based on 20 vehicles per event day at \$8.00 each</i> )	\$960.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	
	<b>\$27,824.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,725.00
Second Payment	09/20/2016	\$11,549.75
Third Payment	10/04/2016	\$11,549.75
<b>Total:</b>		<b>\$27,824.50</b>
<b>Payment Total:</b>		<b>\$27,824.50</b>

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

**\*\*Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\***

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

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

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

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



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Animal Protection and Rescue League dba SoCal VegFest** hereinafter, called the Rentor

**WITNESSETH:**

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

**October 29 - 30, 2016**

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

**See Exhibit A**

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

**SoCal VegFest Parking**

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

**\$5,290.00**

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

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

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

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

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

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

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

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

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

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

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

**Animal Protection and Rescue League dba SoCal VegFest**  
**P.O. Box 20163**  
**Fountain Valley, CA 92728**

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

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

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

**Title: Laura McManus, Event Organizer**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	SoCal VegFest Parking	<b>Contract No:</b>	R-164-16
<b>Contact Person:</b>	Robert McManus	<b>Phone:</b>	(310) 936-3222
<b>Event Dates:</b>	10/29/2016 - 10/30/2016	<b>Hours:</b>	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 6:00 PM

**Admission:** Parking Only

**Vehicle Parking Fee:** Free

**Projected Attendance:** 1,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot D	10/29/2016 10:00 AM - 06:00 PM	Event	1,800.00
<b>Sunday</b>			
Parking Lot D	10/30/2016 10:00 AM - 06:00 PM	Event	1,800.00
<b>-Move out must be completed by 11:59 PM on Sunday - October 30, 2016 to avoid additional charges.</b>			<b>Total: 3,600.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Portable Electronic Message Board	10/29/2016 - 10/30/2016	2.00 EA	75.00 EA/DAY	300.00
<b>Total:</b>				<b>390.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Parking Set Up</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<b>Event Day</b>				
Parking Attendant	10/29/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
Parking Attendant	10/30/2016 09:00 AM - 06:00 PM	2.00 EA	20.00 HR	360.00
<b>Total:</b>				<b>800.00</b>

### Summary

Facility Rental Total	\$3,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,190.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$5,290.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/29/2016	\$5,290.00
<b>Total:</b>		<b>\$5,290.00</b>
<b>Payment Total:</b>		<b>\$5,290.00</b>

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

**\*\*Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\***

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

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

REVIEWED \_\_\_\_\_

DATE October 18, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Rigid Industries** 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 19 - 30, 2016**

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

**See Exhibit A**

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

**Rigid Industries - Semi Truck Parking**

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

**\$300.00**

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.

**Rigid Industries**  
**779 North Colorado Street**  
**Gilbert, AZ 85233**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Jeremy Clanton, Assets Manager**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Rigid Industries - Semi Truck Parking	<b>Contract No:</b>	R-166-16
<b>Contact Person:</b>	Jeremy Clanton	<b>Phone:</b>	(480) 332-4019
<b>Event Dates:</b>	09/19/2016 - 09/30/2016	<b>Hours:</b>	12:00 AM - 11:59 PM

## Facility Rental Fees

<u>Facility and/or Areas Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot G - One (1) Truck	09/19/2016 - 09/30/2016	1.00 EA	25.00 EA/DAY	300.00
<b>Total:</b>				<b>300.00</b>

## Summary

Facility Rental Total	\$300.00
<b>Grand Total:</b>	<b>\$300.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	09/18/2016	\$300.00
<b>Total:</b>		<b>\$300.00</b>
<b>Payment Total:</b>		<b>\$300.00</b>

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

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

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

### SEMI TRUCK

With the direction of OCFEC Parking Department, Rigid Industries may park one (1) semi-truck in Lot G after conclusion of Sand Sports Super Show event from September 19 - 30, 2016.

REVIEWED \_\_\_\_\_

DATE October 18, 2016

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

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

**Midway of Fun Camping**

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

**\$2,540.00**

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.

**Brass Ring Amusements**  
**9700 Fair Oaks Boulevard, Suite J**  
**Fair Oaks, CA 95628**

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

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

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

**Title: Miranda Nugent, Office Assistant**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Midway of Fun Camping	<b>Contract No:</b>	R-167-16
<b>Contact Person:</b>	Miranda Nugent	<b>Phone:</b>	(530) 209-4359
<b>Event Dates:</b>	09/26/2016 - 10/03/2016	<b>Hours:</b>	12:00AM - 11:59 PM Daily

**Camping and Parking Fee:** *See Estimated Equipment Fees* **Projected Attendance:** 20 - 40

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday Campground	09/26/2016 05:00 PM - 10/03/2016 12:00 PM	Camping	See Below

**-Move out must be completed by 12:00 Noon on Monday - October 3, 2016 to avoid additional charges. Total: See Below**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	TBD	TBD EA	18.00 EA	TBD
Employee Bunkhouses/RV's	09/26/2016 - 10/03/2016	7.00 EA	30.00 EA/DAY	1,680.00
<b>Total:</b>				<b>1,680.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Event Day</b>				
<b>Campground Restrooms</b>				
Janitorial Attendant	09/27/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	09/28/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	09/29/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	09/30/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	10/01/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	10/02/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	10/03/2016 Estimate 2 Hours	2.00 HR	20.00 HR	40.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	TBD	TBD HR	50.00 HR	TBD
Plumber	TBD	TBD HR	50.00 HR	TBD
<b>Total:</b>				<b>360.00</b>

### Summary

Estimated Equipment, Reimbursable Personnel and Services Total	\$2,040.00
Refundable Deposit	\$500.00

**Grand Total: \$2,540.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	\$2,540.00

**Total: \$2,540.00**

**Payment Total: \$2,540.00**

**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.

### CAMPGROUND

Renter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

# EXHIBIT A

## Event Information

### SOUND ORDINANCE

Loud music/noise is not permitted as the Campground is located near residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, Brass Ring Amusements must comply with request.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 14 - 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:

**Ipsos Research Event**

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

**\$31,244.50**

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

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

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

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

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

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

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

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

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

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

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

**Ipsos Insight, LLC**  
**1600 Stewart Avenue**  
**Westbury, NY 11590**

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

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

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

**Title: Narith Panh, Vice President**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Ipsos Research Event	<b>Contract No:</b>	R-169-17
<b>Contact Person:</b>	William Kimbark	<b>Phone:</b>	(917) 373-2397
<b>Event Dates:</b>	10/16/2016 - 10/21/2016	<b>Hours:</b>	Sunday - Friday: 7:00 AM - 7:00 PM

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 70

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Anaheim Building (#16)	10/14/2016 07:00 AM - 07:00 PM	Move In	1,000.00
½ Parking Lot I (South)	10/14/2016 07:00 AM - 07:00 PM	Move In	450.00
<b>Saturday</b>			
Anaheim Building (#16)	10/15/2016 07:00 AM - 07:00 PM	Move In	1,000.00
½ Parking Lot I (South)	10/15/2016 07:00 AM - 07:00 PM	Move In	450.00
<b>Sunday</b>			
Anaheim Building (#16)	10/16/2016 07:00 AM - 07:00 PM	Event	2,000.00
½ Parking Lot I (South)	10/16/2016 07:00 AM - 07:00 PM	Event	900.00
<b>Monday</b>			
Anaheim Building (#16)	10/17/2016 07:00 AM - 07:00 PM	Event	2,000.00
½ Parking Lot I (South)	10/17/2016 07:00 AM - 07:00 PM	Event	900.00
<b>Tuesday</b>			
Anaheim Building (#16)	10/18/2016 07:00 AM - 07:00 PM	Event	2,000.00
½ Parking Lot I (South)	10/18/2016 07:00 AM - 07:00 PM	Event	900.00
<b>Wednesday</b>			
Anaheim Building (#16)	10/19/2016 07:00 AM - 07:00 PM	Event	2,000.00
½ Parking Lot I (South)	10/19/2016 07:00 AM - 07:00 PM	Event	900.00
<b>Thursday</b>			
Anaheim Building (#16)	10/20/2016 07:00 AM - 07:00 PM	Event	2,000.00
½ Parking Lot I (South)	10/20/2016 07:00 AM - 07:00 PM	Event	900.00
<b>Friday</b>			
Anaheim Building (#16)	10/21/2016 07:00 AM - 07:00 PM	Event	2,000.00
½ Parking Lot I (South)	10/21/2016 07:00 AM - 07:00 PM	Event	900.00

**- Move out must be completed by 11:59 PM on Friday - October 21, 2016 to avoid additional charges. Total: 20,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection - Dynamic	10/14/2016 - 10/21/2016	1.00 EA	125.00 EA/DAY	1,000.00
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 6	6.00 EA	55.00 EA	330.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,800.00 EVT	2,800.00
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	Estimate 130	130.00 EA	4.00 EA	520.00
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
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
<b>Total:</b>				<b>5,430.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00

# EXHIBIT A

## Event Information

### **Event Day**

Janitorial Attendant	10/16/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/17/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/18/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/19/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/20/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	10/21/2016 Estimate 4 Hours	4.00 HR	20.00 HR	80.00

### **Clean Up**

Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Grounds Attendant ( <i>Chalk Removal</i> )	Estimate 16 Hours	16.00 HR	20.00 HR	320.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00

### **Event Sales & Services**

Event Coordinator	10/16/2016 Estimate 5 Hours	5.00 HR	40.00 HR	200.00
Event Coordinator	10/17/2016 Estimate 5 Hours	5.00 HR	40.00 HR	200.00
Event Coordinator	10/18/2016 Estimate 5 Hours	5.00 HR	40.00 HR	200.00
Event Coordinator	10/19/2016 Estimate 5 Hours	5.00 HR	40.00 HR	200.00
Event Coordinator	10/20/2016 Estimate 5 Hours	5.00 HR	40.00 HR	200.00
Event Coordinator	10/21/2016 Estimate 5 Hours	5.00 HR	40.00 HR	200.00

### **Parking**

Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00

### **Safety & Security**

Security Attendant	TBD	TBD EA	20.00 HR	TBD
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### **Technology**

Technology Attendant	Estimate 1 Hour	1.00 HR	40.00 HR	40.00
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### **Outside Services**

State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
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**Total: 4,014.50**

### **Summary**

Facility Rental Total	\$20,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,444.50
Refundable Deposit	\$1,500.00

**Grand Total: \$31,244.50**

### **Payment Schedule**

#### **Payment Schedule**

First Payment	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
	10/07/2016	\$31,244.50

**Total: \$31,244.50**

**Payment Total: \$31,244.50**

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

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

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

# EXHIBIT A

## Event Information

### **DRONES**

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

### **IPSOS MARKETING AGREES:**

- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot I and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

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

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

REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 10 - 14, 2016**

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

**See Exhibit A**

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

**Sea Wind Properties - Overnight Parking**

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

**\$2,000.00**

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 next page 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.

**Sea Wind Properties**  
**711 West 17<sup>th</sup> Street, Unit C3**  
**Costa Mesa, CA 92627**

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

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

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

**Title: Becky Plaisance**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Sea Wind Properties - Overnight Parking	<b>Contract No:</b>	R-170-16
<b>Contact Person:</b>	Becky Plaisance	<b>Phone:</b>	(949) 722-1349
<b>Event Dates:</b>	10/10/2016 - 10/14/2016	<b>Hours:</b>	4:00 PM - 10:00 AM
		<b>Projected Attendance:</b>	100 Vehicles

## Facility Rental Fees

<u>Facility and/or Areas Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot B	10/10/2016 - 10/14/2016	100.00 EA	4.00 EA/DAY	2,000.00
			<b>Total:</b>	<b>2,000.00</b>

## Summary

Facility Rental Total				\$2,000.00
			<b>Grand Total:</b>	<b>\$2,000.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	10/07/2016	\$2,000.00
	<b>Total:</b>	<b>\$2,000.00</b>
	<b>Payment Total:</b>	<b>\$2,000.00</b>

Please Remit Payment in \*Check Only\*

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

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

### DAMAGES

Renter agrees that damage occurring in Lot B will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.

### INSURANCE

Sea Wind Properties to provide proof of insurance by October 10, 2017.

### SECURITY

OCFEC is not responsible for any lost, damaged or stolen items. Please call Safety & Security (714) 708-1588 for any concerns.

### SOUND

Renter 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.

REVIEWED \_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 16 - 18, 2017**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**Southern California Preview**

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

**\$10,737.00**

- 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.

**WWSRA**  
**726 Tencity Drive, Unit B**  
**Longmont, CO 80504**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Cami Garrison, Association Director**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Michele A. Richards, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Southern California Preview	<b>Contract No:</b>	R-001-17
<b>Contact Person:</b>	Katie Dody	<b>Phone:</b>	(303) 532-4002 x1
<b>Event Dates:</b>	01/17/2017 - 01/18/2017	<b>Hours:</b>	Tuesday: 8:00 AM - 7:00 PM Wednesday: 8:00 AM - 6:00 PM

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 200

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	01/16/2017 08:00 AM - 10:00 PM	Move In	1,050.00
<b>Tuesday</b>			
Anaheim Building (#16)	01/17/2017 08:00 AM - 07:00 PM	Event	2,100.00
<b>Wednesday</b>			
Anaheim Building (#16)	01/18/2017 08:00 AM - 06:00 PM	Event	2,100.00

**-Move out must be completed by 11:59 PM on Wednesday - January 18, 2017 to avoid additional charges. Total: 5,250.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper ( <i>In-House</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,300.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	21.00 HR	63.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
<b>Event Day</b>				
Janitorial Attendant	01/17/2017 - 4 Hours in the AM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	01/17/2017 - 4 Hours in the PM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	01/18/2017 - 4 Hours in the AM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	01/18/2017 - 4 Hours in the PM	2.00 EA	21.00 HR	168.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	21.00 HR	63.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	01/17/2017 07:00 AM - 07:00 PM	1.00 EA	42.50 HR	510.00
Event Coordinator	01/18/2017 07:00 AM - 06:00 PM	1.00 EA	42.50 HR	467.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant - Overnight	01/16/2017 06:00 PM - 01/17/2017 08:00 AM	1.00 EA	21.00 HR	294.00
Security Attendant - Overnight	01/17/2017 06:00 PM - 01/18/2017 08:00 AM	1.00 EA	21.00 HR	294.00
<b><u>Outside Services</u></b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
<b>Total:</b>				<b>3,187.00</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$5,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,487.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$10,737.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/17/2016	\$1,000.00
Second Payment	11/16/2016	\$4,868.50
Third Payment	12/16/2016	\$4,868.50
<b>Total:</b>		<b>\$10,737.00</b>
<b>Payment Total:</b>		<b>\$10,737.00</b>

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

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

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

### CANOPIES / TENTS

No canopies or tents inside the building per the State Fire Marshal.

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

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

### VENDOR HANG TAGS

\$4.00 per day



REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**January 13 - 15, 2017**

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

**See Exhibit A**

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

**California Baby & Kidz Expo**

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

**\$11,146.00**

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

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

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

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

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

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

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

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

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

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

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

**Best Life Events, Inc  
P.O. Box 2216  
Eagle, CO 81631**

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

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

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

**Title: Holli Snyder, President**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	California Baby & Kidz Expo	<b>Contract No:</b>	R-004-17
<b>Contact Person:</b>	Holli Snyder	<b>Phone:</b>	(970) 390-2556
<b>Event Date:</b>	01/14/2017	<b>Hours:</b>	9:00 AM - 5:00 PM

**Admission Price:** Adult: Free      Child (2 - 12): \$10.00

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

**Projected Attendance:** 3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	01/13/2017 06:00 AM - 07:00 PM	Move In	1,700.00
<b>Saturday</b>			
The Hangar	01/14/2017 09:00 AM - 05:00 PM	Event	3,400.00
<b>Sunday</b>			
The Hangar	01/15/2017 06:00 AM - 12:00 PM	Move Out	No Charge
<b>-Move out must be completed by 12:00 Noon on Sunday - January 15, 2017 to avoid additional charges.</b>			<b>Total: 5,100.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Marquee Board (7 Consecutive Days)	01/08/2017 - 01/14/2017	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	01/14/2017	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Ticket Booth	TBD	TBD EA	100.00 EA	TBD
			<b>Total:</b>	<b>1,519.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
<b>Event Day</b>				
Grounds Attendant Lead	01/14/2017 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	01/14/2017 08:00 AM - 05:00 PM	1.00 EA	21.00 HR	189.00
Janitorial Attendant	01/14/2017 08:00 AM - 05:00 PM	2.00 EA	21.00 HR	378.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	21.00 HR	126.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	01/14/2017 08:00 AM - 05:00 PM	1.00 EA	42.50 HR	382.50
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Parking Attendant	Estimate 12 Hours	12.00 HR	21.00 HR	252.00
<b><u>Outside Services</u></b>				
Emergency Medical Services	01/14/2017 08:30 AM - 05:30 PM	2.00 EA	21.00 HR	378.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
			<b>Total:</b>	<b>3,027.00</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$5,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,546.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$11,146.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,275.00
Second Payment	09/14/2016	\$4,935.50
Third Payment	12/14/2016	\$4,935.50
<b>Total:</b>		<b>\$11,146.00</b>
<b>Payment Total:</b>		<b>\$11,146.00</b>

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

**\*\*Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.\*\***

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

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

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

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

REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adcom Publishing Inc. - BrideWorld Expo** hereinafter, called the Rentor

**WITNESSETH:**

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

**January 6 - 7, 2017**

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

**See Exhibit A**

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

**Adcom Publishing Inc. - BrideWorld Expo**

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

**\$13,043.00**

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

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

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

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

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

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

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

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

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

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

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

**Adcom Publishing Inc. - BrideWorld Expo**  
**14742 Beach Boulevard, #409**  
**La Mirada, CA 90638**

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

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

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

**Title: Steve Berry, President**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Adcom Publishing Inc. - BrideWorld Expo	<b>Contract No:</b>	R-005-17
<b>Contact Person:</b>	Steve Berry	<b>Phone:</b>	(714) 670-7800
<b>Event Date:</b>	01/07/2017	<b>Hours:</b>	Saturday: 10:00 AM - 4:00 PM

**Admission Price:** Adult: \$10.00

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

**Projected Attendance:** 2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	01/06/2017 07:00 AM - 10:00 PM	Move In	1,050.00
Huntington Beach Building (#12)	01/06/2017 07:00 AM - 10:00 PM	Move In	1,400.00
Santa Ana Pavilion (Parade of Products)	01/06/2017 07:00 AM - 10:00 PM	Move In	Included
<b>Saturday</b>			
Costa Mesa Building (#10)	01/07/2017 10:00 AM - 04:00 PM	Event	2,100.00
Huntington Beach Building (#12)	01/07/2017 10:00 AM - 04:00 PM	Event	2,800.00
Santa Ana Pavilion (Parade of Products)	01/07/2017 10:00 AM - 04:00 PM	Event	Included

**-Move out must be complete by 11:59 PM on Saturday - January 7, 2017 to avoid additional charges. Total: 7,350.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 8	8.00 EA	25.00 EA	200.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Boxes	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops - Do Not Provide Message Boards	N/A EA	75.00 EA/DAY	N/A
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper ( <i>In-House</i> )	Estimate 6 Hours	6.00 HR	75.00 HR	450.00

**Total: 1,683.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	21.00 HR	63.00
Electrician	Estimate 4 Hours	4.00 HR	52.50 HR	210.00
<b>Event Days</b>				
Grounds Attendant Lead	01/07/2017 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/07/2017 08:00 AM - 04:00 PM	2.00 EA	21.00 HR	336.00
Janitorial Attendant	01/07/2017 08:00 AM - 04:00 PM	2.00 EA	21.00 HR	336.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	21.00 HR	210.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 3 Hours	3.00 HR	52.50 HR	157.50
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	01/07/2017 08:00 AM - 04:00 PM	1.00 EA	42.50 HR	340.00
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
<b><u>Outside Services</u></b>				
Emergency Medical Services	01/07/2017 09:30 AM - 04:30 PM	1.00 EA	21.00 HR	147.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50

# EXHIBIT A

## Event Information

**Total: 3,010.00**

### Summary

Facility Rental Total	\$7,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,693.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$13,043.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/07/2016	\$6,521.50
Second Payment	12/07/2016	\$6,521.50
<b>Total:</b>		<b>\$13,043.00</b>
<b>Payment Total:</b>		<b>\$13,043.00</b>

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

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

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

### FACILITY RENTAL FEE

2017 facility rental rates honored for the Anaheim Building (#16) and Los Alamitos Building (#14) due to the OCFEC request to relocate buildings.

REVIEWED\_\_\_\_\_

DATE **October 18, 2016**

FAIRTIME

APPROVED\_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**March 7 - 9, 2017**

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

**See Exhibit A**

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

**2017 AAOC Trade Show**

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

**\$22,141.25**

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.

**Apartment Association of Orange County  
525 Cabrillo Park Drive, Suite 125  
Santa Ana, CA 92701**

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

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

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

**Title: Veronica Copeland, Director of Education & Special Events**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	2017 AAOC Trade Show	<b>Contract No:</b>	R-015-17
<b>Contact Person:</b>	Veronica Copeland	<b>Phone:</b>	(714) 245-9500
<b>Event Date:</b>	03/09/2017	<b>Hours:</b>	8:30 AM - 4:00 PM

**Vehicle Parking Fee:** \$8.00 General Parking **Projected Attendance:** 1,500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Costa Mesa Building (#10)	03/07/2017 08:00 AM - 07:00 PM	Move In	2,100.00
<b>Wednesday</b>			
Costa Mesa Building (#10)	03/08/2017 08:00 AM - 07:00 PM	Move In	2,100.00
Huntington Beach Building (#12)	03/08/2017 08:00 AM - 07:00 PM	Move In	1,600.00
<b>Thursday</b>			
Costa Mesa Building (#10)	03/09/2017 08:30 AM - 04:00 PM	Event	4,200.00
Huntington Beach Building (#12)	03/09/2017 08:30 AM - 04:00 PM	Event	3,200.00

**-Move out must be completed by 11:59 PM on Thursday - March 9, 2017 to avoid additional charges. Total: 13,200.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	TBD	TBD EA	125.00 EA/DAY	TBD
45 MB Internet - Static IP	03/09/2017	1.00 EA	400.00 EA/DAY	400.00
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Chair ( <i>Individual</i> )	Estimate 3	3.00 EA	2.50 EA	7.50
Dumpster	Estimate 16	16.00 EA	18.00 EA	288.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	750.00 EVT	750.00
Folding Table ( <i>Rectangular</i> )	Estimate 1	1.00 EA	15.00 EA	15.00
Hang Tag - 1 Day	TBD ( <i>2016 = 87 EA</i> )	TBD EA	4.00 EA	TBD
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	03/09/2017	2.00 EA	75.00 EA/DAY	150.00
Portable Public Address System ( <i>6 Speaker</i> )	03/09/2017	1.00 EA	230.00 EA/DAY	230.00
Projector ( <i>1,500 Lumens</i> )	Estimate 1	1.00 EA	100.00 EA/DAY	100.00
Projector Screen ( <i>8' Rollup</i> )	Estimate 1	1.00 EA	70.00 EA/DAY	70.00
Public Address System ( <i>Per Building</i> )	03/09/2017	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper ( <i>In-House</i> )	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Wireless Internet Router	03/09/2017	1.00 EA	75.00 EA/DAY	75.00
Wireless Microphone	03/09/2017	4.00 EA	50.00 EA/DAY	200.00
<b>Total:</b>				<b>3,630.50</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	21.00 HR	126.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	Estimate 3 Hours	3.00 HR	52.50 HR	157.50
<b>Event Day</b>				
Grounds Attendant Lead	03/09/2017 07:30 AM - 04:00 PM	1.00 EA	30.00 HR	255.00
Grounds Attendant	03/09/2017 07:30 AM - 04:00 PM	2.00 EA	21.00 HR	357.00
Janitorial Attendant	03/09/2017 07:30 AM - 04:00 PM	2.00 EA	21.00 HR	357.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	21.00 HR	252.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	21.00 HR	252.00
Electrician	Estimate 2 Hours	2.00 HR	52.50 HR	105.00



# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	03/09/2017 07:30 AM - 04:00 PM	1.00 EA	42.50 HR	361.25
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### Parking

#### Vendor Set Up 2:00 PM - 6:00 PM

Parking Attendant Lead	03/08/2017 12:00 PM - 07:00 PM	1.00 EA	30.00 HR	210.00
Parking Attendant	03/08/2017 12:00 PM - 07:00 PM	2.00 EA	21.00 HR	294.00

### Safety & Security

Security Attendant - Party	TBD	TBD EA	21.00 HR	TBD
Security Attendant - Overnight	03/08/2017 07:00 PM - 03/09/2017 07:00 AM	1.00 EA	21.00 HR	252.00

### Technology

Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
Technology Attendant	Estimate 10 Hours	10.00 HR	42.50 HR	425.00

### Outside Services

Emergency Medical Services	03/09/2017 08:00 AM - 04:30 PM	1.00 EA	21.00 HR	178.50
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 ( <i>2016 = \$0.00</i> )	TBD EA	TBD EVT	TBD

**Total: 4,310.75**

### Summary

Facility Rental Total	\$13,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,941.25
Refundable Deposit	\$1,000.00

**Grand Total: \$22,141.25**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/07/2016	\$1,000.00
Second Payment	12/07/2016	\$7,047.25
Third Payment	01/06/2017	\$7,047.00
Fourth Payment	02/07/2017	\$7,047.00

**Total: \$22,141.25**

**Payment Total: \$22,141.25**

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

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

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

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Mandi’s Candies & Ice Cream Trucks** hereinafter, called the Rentor

**WITNESSETH:**

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

**January 1, 2016 to December 31, 2016**

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

**See Exhibit A**

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

**Mandi’s Candies & Ice Cream Trucks**

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

**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**

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

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

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

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

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

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

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

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

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

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

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

**Mandi’s Candies & Ice Cream Trucks**  
**315 15<sup>th</sup> Street #4**  
**Huntington Beach, CA 92648**

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

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

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

**Title: Mandi Longo**

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

**AGREEMENT: FT-062-16**  
**DATED: October 18, 2016**  
**WITH: Mandi's Candies & Ice Cream Trucks**  
**PHONE: (714) 930-3395**  
**EMAIL: mandiscandiesicecream@gmail.com**

**EXHIBIT "A"**

**DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016**

**RENTOR AGREES:**

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 2016 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11:00 AM - 2:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	9:00 AM - 5:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 ( <i>Day of Week TBD</i> )	Noon - 10:00 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)*

**\*REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**As of July 31, 2016**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03215033	08/28/15	Pac Amp Fall Protection - Solicitation of Bids	CFFA	\$7,050.00
California Fair Financing Authority	03215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	\$190,900.00
California Fair Financing Authority	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
California Fair Financing Authority	03215051	12/01/15	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$13,750.00
California Fair Financing Authority	03215058	12/18/15	Action Sports Arena Painting Project	CFFA	\$175,176.00
California Fair Financing Authority	03215059	12/18/15	Action Sports Arena Roofing Project	CFFA	\$540,060.00
California Fair Financing Authority	03216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03216001	03/11/16	Livestock Judging Arena Project Bid Solicitation	CFFA	\$6,050.00
California Fair Financing Authority	03216037	04/29/16	Multi Parking Lot Paving Construction Project	CFFA	\$740,628.60
California Fair Financing Authority	03216019	06/17/16	Livestock Judging Arena Roofing Project	CFFA	\$79,133.00
California Fair Financing Authority	03216024	06/17/16	Multi Parking Lot Paving Construction Project: Bid Solicitation	CFFA	\$6,122.95
<b>New</b>					
<b>Revision/Amendment</b>					
California Fair Financing Authority	03215059	05/12/16	Action Sports Arena Roofing Project	CFFA	\$24,356.82
California Fair Financing Authority	03215051	06/17/16	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$4,100.00
California Fair Financing Authority	03215048	06/17/16	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$1,575.00

# **New Joint Powers Authority Agreements**

**July 2016**

# **Joint Powers Authority**

## **Invoices Paid July 2016**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/11/2016

Amount: \$16,350.00

Vendor Name: ATI Architects and Engineers

Invoice No.: 100155

Invoice Date: 6/27/2016

Project No.: 03215042

Project Name: Heroes Hall Building Architecture 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

*Buy*  
Project Manager

*Buy*  
Construction Manager

*Andy Fisher*  
Accounting Administrator

*B. Bailey*  
Managing Officer or Designee



RECEIVED

JUL 05 2016

CCA

ATI Architects & Engineers  
3860 Blackhawk Road, Suite 100  
Danville, CA 94506  
925-648-8800

California Fair Services Authority  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
David Freese

Invoice number 100155  
Date 06/27/2016

Project CA4301 OC FAIR RENOVATION OF  
MEMORIAL GARDENS BUILDING  
(HEROES HALL)

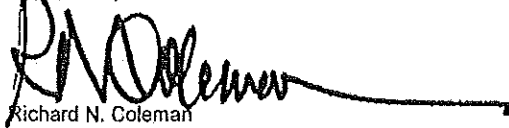
For Professional Services Through April 30, 2016

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Development	23,950.00	100.00	23,950.00	23,950.00	0.00
Construction Documents	102,800.00	100.00	102,800.00	102,800.00	0.00
Construction Support	19,500.00	100.00	3,900.00	19,500.00	15,600.00
Relocate Building	2,800.00	100.00	2,800.00	2,800.00	0.00
Administrative Expenses	3,750.00	100.00	3,000.00	3,750.00	750.00
Add Humidification	18,700.00	100.00	18,700.00	18,700.00	0.00
Add Multiple Electrical Fixtures	3,500.00	100.00	3,500.00	3,500.00	0.00
<b>Total</b>	<b>175,000.00</b>	<b>100.00</b>	<b>158,650.00</b>	<b>175,000.00</b>	<b>16,350.00</b>

This invoice is for progress meetings #1 through #8

Invoice total **16,350.00**

Approved by:

  
Richard N. Coleman

OK to P  
B 7-11-16





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/13/2016

Amount: \$7,180.00

Vendor Name: Painting and Décor Inc.

Invoice No.: App No 3 - Retention

Invoice Date: 4/18/2016

Project No.: 03215058

Project Name: Actions Sports Arena Painting Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*Ben Sk*  
Project Manager

*Ben Sk*  
Construction Manager

*Cathy Fisher*  
Accounting Administrator

*Brian Tidley*  
Managing Officer or Designee

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER CA Fair Financing Authority  
1776 Tithate Rd, Ste 100  
Sacramento, CA 95815

PROJECT Action Sports Arena Painting Project  
at OC Fair & Event Center  
CFPA Project # 032-15-014

APPLICATION NO. 3 - Retention

PERIOD TO: 4/18/2016

Distribution to:  
 OWNER  
 CONTRACTOR  
 CONSTRUCTION MANAGER

FROM CONTRACTOR:  
Name Painting & Decor, Inc.  
Address P.O. Box 5926  
Orange, CA 92663

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	143,600.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	143,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column 3 on G703)	\$	143,600.00
5. RETAINAGE		
a. 5 % of Completed Work (Column 4) - E on G703	\$	0.00
b. 5 % of Stored Material (Column 5 on G703) Total Retainage (Lines 5a + 5b or Total in Column 1 of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	143,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	136,420.00
8. CURRENT PAYMENT DUE (Line 6 of G703 - 10%)	\$	7,180.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 4 Less Line 6)	\$	0.00

CONTRACTOR: Painting & Decor, Inc.  
By: [Signature] Date: 4-18-16  
[Signature], President

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of this AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 7,180.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 4-13-16

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

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

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous notices by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

CA Fairs Financing Authority  
Action Sports Arena Painting Project  
at OC Fair & Event Center

APPLICATION NO: 3 - Retention  
 APPLICATION DATE: 4/18/2016  
 PERIOD TO: 4/18/2016

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Bonds & Insurance	11,500.00	11,500.00			11,500.00	100.0%	0.00	575.00
2	Mobilization	14,360.00	14,360.00			14,360.00	100.0%	0.00	718.00
3	Preparation of surfaces	11,780.00	11,780.00			11,780.00	100.0%	0.00	589.00
4	Prime Coats	35,320.00	35,320.00			35,320.00	100.0%	0.00	1,766.00
5	Finish Coats	70,640.00	70,640.00			70,640.00	100.0%	0.00	3,532.00
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	<b>CONTRACT TOTALS</b>	143,600.00	143,600.00	0.00	0.00	143,600.00	100.0%	0.00	7,180.00
16	Change Orders								
17						0.00	#DIV/0!	0.00	0.00
18						0.00	#DIV/0!	0.00	0.00
19						0.00	#DIV/0!	0.00	0.00
20	Change Order Subtotal	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
21									
22									
23	<b>REVISED CONTRACT TOTALS</b>	\$143,600.00	\$143,600.00	\$0.00	\$0.00	\$143,600.00	100.0%	\$0.00	\$7,180.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

6/17/2016 Amount: \$11,237.00

Vendor Name: Willdan

Invoice No.: 02211371R

Invoice Date: 5/27/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment [Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



# INVOICE

**Invoice: 02211371R**  
**Invoice Amount: \$11,237.00**  
**PO Number: Client Ref: 03216012**

**Invoice Date: 2016-05-27**  
**Invoice Due Date: 2016-06-26**  
**PROJECT MANAGER: KHIABANI, ROSS**

Bill To
CALIFORNIA FAIR FINANCING AUTHORITY 1776 TRIBUTE ROAD, SUITE 100 SACRAMENTO CA 95815  ATTN: DAVID FREESE, PROJECT MANAGER

Remit To
WILLDAN 2401 E KATELLA, SUITE 300 ANAHEIM CA 92806

For Professional Services rendered through: 2016-04-29

Invoice Project: 106122.00 - OC FAIR HEROS HALL RENOVATION  
 Level 3: 3000 - OC FAIR HEROS HALL RENOVATION  
 Transaction Project: 106122.00.3000.999 OC FAIR HEROS HALL RENOVATION

Labor	Name	T/S Date	Hours	Rate	Amount
057 - PROJECT GEOTECHNICAL ENGINEER	Rahimian, Mohsen	2016-04-11	1.00	177.00	\$177.00
			1.00		\$177.00
060 - MATERIAL TESTING OPERATIONS MG	Ritchey, A Joseph M	2016-04-05	1.00	110.00	\$110.00
		2016-04-06	1.00	110.00	\$110.00
		2016-04-14	1.00	110.00	\$110.00
		2016-04-20	0.50	110.00	\$55.00
		2016-04-22	1.00	110.00	\$110.00
		2016-04-26	2.00	110.00	\$220.00
			6.50		\$715.00
061PW - SOILS TECHNICIAN I	Ritchey, Matthew T	2016-04-25	8.00	95.00	\$760.00
		2016-04-26	8.00	95.00	\$760.00
		2016-04-27	5.00	95.00	\$475.00
		2016-04-28	4.00	95.00	\$380.00
			25.00		\$2,375.00
062PW - SOILS TECHNICIAN II	Ritchey, Matthew T	2016-04-04	8.00	95.00	\$760.00
		2016-04-05	2.00	95.00	\$190.00
		2016-04-07	4.00	95.00	\$380.00
			14.00		\$1,330.00
813 - DIRECTOR	Khiabani, Ross	2016-04-04	0.50	200.00	\$100.00
		2016-04-07	1.00	200.00	\$200.00
		2016-04-12	1.00	200.00	\$200.00
		2016-04-14	1.00	200.00	\$200.00
		2016-04-18	0.50	200.00	\$100.00
		2016-04-27	1.00	200.00	\$200.00



# INVOICE

Invoice: 02211371R  
 Invoice Amount: \$11,237.00  
 PO Number: Client Ref: 03216012

Invoice Date: 2016-05-27  
 Invoice Due Date: 2016-06-26  
 PROJECT MANAGER: KHIABANI, ROSS

Transaction Project: 106122.00.3000.999 OC FAIR HEROS HALL RENOVATION

Labor	Name	T/S Date	Hours	Rate	Amount
813 - DIRECTOR			5.00		\$1,000.00
<i>Subtotal for Labor</i>					<b>\$5,597.00</b>
Units		Units Usage Date	Units	Unit Price	Amount
221005 Field Vehicle Usage		2016-04-08	14.00	5.00	\$70.00
		2016-04-29	25.00	5.00	\$125.00
			39.00		\$195.00
221006 Field Nuclear Gauge Usage		2016-04-08	3.00	50.00	\$150.00
		2016-04-29	4.00	50.00	\$200.00
			7.00		\$350.00
221201 Modified Proctor Compaction (ASTM D 1557) Method A or B (4"M		2016-04-04	1.00	165.00	\$165.00
			1.00		\$165.00
222000 Field Obs. & Testing, PW		2016-04-11	4.00	95.00	\$380.00
		2016-04-12	4.00	95.00	\$380.00
		2016-04-13	4.00	95.00	\$380.00
		2016-04-14	8.00	95.00	\$760.00
		2016-04-21	4.00	95.00	\$380.00
		2016-04-22	4.00	95.00	\$380.00
			28.00		\$2,660.00
223000 Field Obs. & Testing, PW, OT		2016-04-14	3.00	142.50	\$427.50
			3.00		\$427.50
330130 Reports - Test Results		2016-04-14	1.00	10.00	\$10.00
			1.00		\$10.00
330340 Pick-up and Delivery - Standard		2016-04-14	1.00	45.00	\$45.00
			1.00		\$45.00
330500 Concrete Cylinders(6"x12") - Compression ASTM C-39		2016-04-22	5.00	25.00	\$125.00
			5.00		\$125.00
331220 Inspection Concrete PW		2016-04-11	4.00	95.00	\$380.00
		2016-04-12	4.00	95.00	\$380.00



# INVOICE

Invoice: 02211371R  
Invoice Amount: \$11,237.00  
PO Number: Client Ref: 03216012

Invoice Date: 2016-05-27  
Invoice Due Date: 2016-06-26  
PROJECT MANAGER: KHIABANI, ROSS

Transaction Project: 106122.00.3000.999 OC FAIR HEROS HALL RENOVATION

Units	Units Usage Date	Units	Unit Price	Amount
331220 Inspection Concrete PW	2016-04-13	4.00	95.00	\$380.00
	2016-04-21	4.00	95.00	\$380.00
		<u>16.00</u>		<u>\$1,520.00</u>
333220 Special Inspection Concrete O/T (Prevailing Wages)	2016-04-13	1.00	142.50	\$142.50
		<u>1.00</u>		<u>\$142.50</u>
Subtotal for Units				<u>\$5,640.00</u>

Total for Transaction Project: 106122.00.3000.999 OC FAIR HEROS HALL RENOVA \$11,237.00

Total for Level 3: 3000 - OC FAIR HEROS HALL RENOVA \$11,237.00

Total for Invoice Project: 106122.00 - OC FAIR HEROS HALL RENOVA \$11,237.00

Total Amount Due \$11,237.00

Contract Amount: \$15,000.00

Previously Billed: \$2,365.00

Total This Invoice: \$11,237.00

Billed to Date: \$13,602.00

Contract Balance: \$1,398.00

OK TO Pay  
B. J. 6-16-16



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/11/2016

Amount: \$2,674.50

Vendor Name:

Willdan

Invoice No.: 02211394R

Invoice Date: 6/22/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center

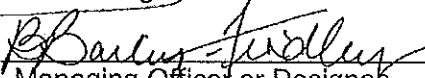
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





# INVOICE

**Invoice: 02211394R**  
**Invoice Amount: \$2,674.50**  
**PO Number: Client Ref: 03216012**

**Revised: 2016-7-11**  
**Invoice Date: 2016-06-22**  
**Invoice Due Date: 2016-07-22**  
**PROJECT MANAGER: KHIABANI, ROSS**

**Bill To**  
 CALIFORNIA FAIR FINANCING AUTHORITY  
 1776 TRIBUTE ROAD, SUITE 100  
 SACRAMENTO CA 95815  
  
 ATTN: DAVID FREESE, PROJECT MANAGER

**Remit To**  
 WILLDAN  
 2401 E KATELLA, SUITE 300  
 ANAHEIM CA 92806

For Professional Services rendered through: 2016-05-27

Invoice Project: 106122.00 - OC FAIR HEROS HALL RENOVATION  
 Level 3: 3000 - OC FAIR HEROS HALL RENOVATION  
 Transaction Project: 106122.00.3000.999 OC FAIR HEROS HALL RENOVATION

Labor	Name	T/S Date	Hours	Rate	Amount
057 - PROJECT GEOTECHNICAL ENGINEER	Rahimian, Mohsen	2016-05-09	0.50	177.00	\$88.50
		2016-05-10	3.00	177.00	\$531.00
			<u>3.50</u>		<u>\$619.50</u>
060 - MATERIAL TESTING OPERATIONS MG	Ritchey, A Joseph M	2016-05-26	1.00	110.00	\$110.00
			<u>1.00</u>		<u>\$110.00</u>
061PW - SOILS TECHNICIAN I	Ritchey, Matthew T	2016-05-12	4.00	95.00	\$380.00
		2016-05-13	4.00	95.00	\$380.00
			<u>8.00</u>		<u>\$760.00</u>
063PW - SENIOR SOILS TECHNICIAN	Calbay, Ramon M	2016-05-19	4.00	110.00	\$440.00
			<u>4.00</u>		<u>\$440.00</u>
<b>Subtotal for Labor</b>					<b>\$1,929.50</b>
Units		Units Usage Date	Units	Unit Price	Amount
221005 Field Vehicle Usage		2016-05-13	8.00	5.00	\$40.00
		2016-05-20	4.00	5.00	\$20.00
			<u>12.00</u>		<u>\$60.00</u>
221006 Field Nuclear Gauge Usage		2016-05-13	2.00	50.00	\$100.00
		2016-05-20	1.00	50.00	\$50.00
			<u>3.00</u>		<u>\$150.00</u>
330130 Reports - Test Results		2016-05-11	1.00	10.00	\$10.00
			<u>1.00</u>		<u>\$10.00</u>
330340 Pick-up and Delivery - Standard		2016-05-11	1.00	45.00	\$45.00
			<u>1.00</u>		<u>\$45.00</u>



# INVOICE

Invoice: 02211394R  
Invoice Amount: \$2,674.50  
PO Number: Client Ref: 03216012

Invoice Date: 2016-06-22  
Invoice Due Date: 2016-07-22  
PROJECT MANAGER: KHIABANI, ROSS

Transaction Project: 106122.00,3000,999 OC FAIR HEROS HALL RENOVATION

Units	Units Usage Date	Units	Unit Price	Amount
330500 Concrete Cylinders(6"x12") - Compression ASTM C-39	2016-05-10	5.00	20.00	\$100.00
		5.00		\$100.00
331220 Inspection Concrete PW	2016-05-25	4.00	95.00	\$380.00
		4.00		\$380.00
<i>Subtotal for Units</i>				\$745.00
Total for Transaction Project: 106122.00,3000,999 OC FAIR HEROS HALL RENOVA				\$2,674.50
Total for Level 3: 3000 - OC FAIR HEROS HALL RENOVA				\$2,674.50
Total for Invoice Project: 106122.00 - OC FAIR HEROS HALL RENOVA				\$2,674.50
Total Amount Due				\$2,674.50

*By [Signature]* OK TO PAY  
7-16-17



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

## Payment Authorization

7/1/2016 Amount: \$158,289.00


Vendor Name: JRH Construction Company, Inc.  
Invoice No.: App No.3  
Invoice Date: 5/30/2016  
Project No.: 03216012  
Project Name: Construction of Heroes Hall Renovation Project  
Fair Name: OC Fair & Event Center

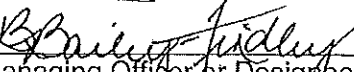
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: California Fair Finance Authority  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815

PROJECT: Heroes' Hall Renovation  
OC Fair and Event Center

APPLICATION NO: 3

Distribution to:  
 OWNER  
 ARCHITECT  
 RESIDENT INSPECTOR

PERIOD TO: 5/31/2016

FROM CONTRACTOR: JRI Construction Company, Inc.  
17795 Sky Park Circle, Suite J  
Irvine, CA 92614

VIA ARCHITECT: ATI Architects & Eng  
3050 Pullman St  
Costa Mesa, CA 92626

PROJECT NO: 032-16-003

CONTRACT DATE: March 1st 2016

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that a current payment status herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 3,226,398.00
- 2. Net change by Change Orders \$ 30,941.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,257,339.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column C on SCHEDULE) \$ 840,340.00
- 5. RETAINAGE
  - a. \$ % of Completed Work \$ 42,027.00  
(Column D + E on SCHEDULE)
  - b. \$ % of Stored Material \$ 0.00  
(Column F on SCHEDULE)
  - Total Retainage (Lines 5a + 5b or Total in Column I of SCHEDULE) \$ 42,027.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 798,513.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 640,224.00
- 8. CURRENT PAYMENT DUE \$ 158,289.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,459,876.00

By: [Signature] Date: 5/30/2016  
 Title of: John H. Kelly, Jr. President County of:   
 Subscriber and sworn to before me this  day of   
 Notary Public:  
 My Commission expires:   
 Construction Manager  
 By: [Signature] Date: 7-13-16  
 OWNER: Dyna Labs, CPSCA

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 158,289.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 6/27/16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$30,941.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$30,941.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order	\$30,941.00	

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 6-27-16



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/20/2016 Amount: \$415,350.45

Vendor Name: JRH Construction Company, Inc.

Invoice No.: App No. 4

Invoice Date: 7/10/2016

Project No.: 03216012

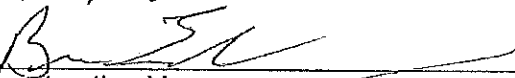
Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: California Fairs Finance Authority  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815

PROJECT: Heroes' Hall Renovation  
OC Fair and Event Center

APPLICATION NO: 4

Distribution to:  
 OWNER  
 ARCHITECT  
 RESIDENT INSPECTOR

PERIOD TO: 6/30/2016

FROM CONTRACTOR: JR11 Construction Company, Inc.  
17795 Sky Park Circle, Suite J  
Irvine, CA 92614

VIA ARCHITECT: ATI Architects & Eng  
3050 Pullman St  
Costa Mesa, CA 92626

PROJECT NO: 032-16-003

CONTRACTOR: JR11 Construction Company, Inc.

CONTRACT DATE: March 1st 2016

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,226,398.00  
 2. Net change by Change Orders \$ 30,941.00  
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,257,339.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on SCHEDULE) \$ 1,277,751.00

5. RETAINAGE:  
 a. 5 % of Completed Work \$ 63,887.55  
 (Column D + E on SCHEDULE)  
 b. 5 % of Stored Material \$ 0.00  
 (Column F on SCHEDULE)  
 Total Retainage (Lines 5a + 5b or Total in Column I of SCHEDULE) \$ 63,887.55

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,213,863.45

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 798,513.00

8. CURRENT PAYMENT DUE \$ 415,350.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,013,475.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$30,941.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$30,941.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$30,941.00</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JR11 Construction Company, Inc.  
 By: [Signature] Date: 7/10/2016  
 John R. Timoney, Jr, President

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public:  
 My Commission expires: \_\_\_\_\_  
 Construction Manager

By: [Signature] Date: 7-19-16  
 OWNER: Bryan Eubanks, CFSA

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 415,350.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 7/19/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

Date: 07/18/2016

Amount: \$4,855.26

Vendor Name: CFFA

Invoice No.: 1976

Invoice Date: 06/30/2016

Project No.: 032-16012

Project Name:

Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1976  
Invoice Date: 6/30/2016  
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 - 06/2016	4,855.26
	<u>\$4,855.26</u>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$4,855.26  
Sales Tax: 0.00  
Invoice Total: \$4,855.26





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/1/2016 Amount: \$1,865.63

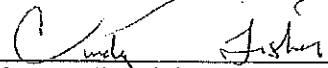
Vendor Name: CFFA  
Invoice No.: 1961  
Invoice Date: 6/27/2016  
Project No.: 03215051  
Project Name: Heroes Hall Renovation Project Bid Solicitation  
Fair Name: OC Fair & Event Center

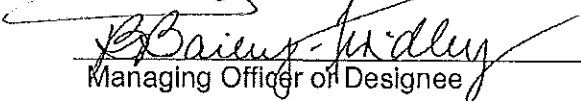
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer of Designee

## General Ledger Detail

Current Period 06 (6/1/2016 - 6/30/2016)

CFFA  
Marcus Lee

Unit Of Measure: \$

Friday, July 01, 2016 8:21:46AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03215051-A</b>		<b>Printing-Projects, 032, Heroes Hall - B1</b>					
6/20/2016	Summarized AP Invoices	Invoices	AP-Invoice		1,774.89		
1/29/2016	American Reprographics Company	Invoice: 8468979	032-15051 - Heroes Hall Renovation Bid P			6.44	
2/3/2016	American Reprographics Company	Invoice: 8477955	032-15051 - Heroes Hall Renovation Bid P			714.08	
2/12/2016	American Reprographics Company	Invoice: 8469961	032-15051 - Heroes Hall Renovation Bid P			10.25	
2/16/2016	American Reprographics Company	Invoice: 8491678	032-15051 - Heroes Hall Renovation Bid P			384.07	
2/16/2016	American Reprographics Company	Invoice: 8493004	032-15051 - Heroes Hall Renovation Bid P			17.66	
2/18/2016	American Reprographics Company	Invoice: 8497941	032-15051 - Heroes Hall Renovation Bid P			16.77	
2/19/2016	American Reprographics Company	Invoice: 8499887	032-15051 - Heroes Hall Renovation Bid P			84.35	
2/22/2016	American Reprographics Company	Invoice: 8500428	032-15051 - Heroes Hall Renovation Bid P			102.11	
3/18/2016	American Reprographics Company	Invoice: 8543874	032-15051 - Heroes Hall Renovation Bid P			405.72	
3/31/2016	American Reprographics Company	Invoice: 8564952	032-15051 - Heroes Hall Renovation Bid P			33.44	
<b>642-032-03215051-A</b>					<b>Net:</b>		<b>1,774.89</b>
<b>664-032-03215051-A</b>		<b>Travel-projects, 032, Heroes Hall - Bidd</b>					
6/27/2016	AR Invoice Summary	Sales	AR-Invoice		90.74		
6/27/2016	OC Fair & Event Center	Inv: 1958	Prj 03215051 Direct Costs, Prj 03215051 Heroes Hall Renovation Bidd				90.74
<b>664-032-03215051-A</b>					<b>Net:</b>	<b>90.74</b>	<b>0.00</b>
<b>\$ Grand Totals</b>					<b>Net Activity</b>		<b>1,865.63</b>



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/18/2016

Amount: \$2,144.14

Vendor Name: CFFA

Invoice No.: 1977

Invoice Date: 6/30/2016

Project No.: 03213031

Project Name: Pacific Amphitheater Berm Renovation: Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1977  
Invoice Date: 6/30/2016  
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 - 06/2016	2,144.14
	\$2,144.14

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$2,144.14  
Sales Tax: 0.00  
Invoice Total: \$2,144.14



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/13/2016

Amount: \$417.35

Vendor Name: CFFA

Invoice No.: 1972

Invoice Date: 7/13/2016

Project No.: 03216012

Project Name: Heroes Hall Renovation Construction Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*Ben E.*  
Project Manager

*Ben E.*  
Construction Manager

*Cathy Fisher*  
Accounting Administrator

*Barbara Fidler*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1972  
Invoice Date: 7/13/2016  
Customer Code: 32nd  
Project: 03216012  
Heroes Hall Renovation - Construction

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Admin Fees per LOU 16-012 (3% of Professional Services) Willdan Inv#02211394 + Inv #02211371R	417.35
	<b>\$417.35</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfssa.org](mailto:MLee@cfssa.org)

Net Invoice: \$417.35  
Sales Tax: 0.00  
Invoice Total: \$417.35



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

## Payment Authorization

7/13/2016

Amount: \$24,198.00

Vendor Name: CFFA

Invoice No.: 1970

Invoice Date: 7/1/2016

Project No.: 03216012

Project Name: Heroes Hall Renovation Construction Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1970  
Invoice Date: 7/1/2016  
Customer Code: 32nd  
Project: 03216012  
Heroes Hall Renovation - Construction

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 16-012 (5 of 8)	24,198.00
	<u>\$24,198.00</u>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$24,198.00

Sales Tax: 0.00

Invoice Total: \$24,198.00





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

7/13/2016

Amount: \$24,198.00

Vendor Name: CFFA

Invoice No.: 1969

Invoice Date: 6/1/2016

Project No.: 03216012

Project Name: Heroes Hall Renovation Construction Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*By [Signature]*  
Project Manager

*By [Signature]*  
Construction Manager

*Cheryl Fisher*  
Accounting Administrator

\_\_\_\_\_  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1969  
Invoice Date: 6/1/2016  
Customer Code: 32nd  
Project: 03216012  
Heroes Hall Renovation - Construction

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 16-012 (4 of 8)	24,198.00
	<u>\$24,198.00</u>

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$24,198.00  
Sales Tax: 0.00  
Invoice Total: \$24,198.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95813  
Phone: (916) 263-6100  
Fax: (916) 263-6116

## Payment Authorization

7/13/2016

Amount: \$24,198.00

Vendor Name:

CFFA

Invoice No.: 1968

Invoice Date: 5/1/2016

Project No.: 03216012

Project Name: Heroes Hall Renovation Construction Project

Fair Name: OC Fair & Event Center

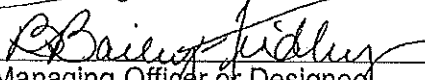
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95813  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1968  
Invoice Date: 5/1/2016  
Customer Code: 32nd  
Project: 03216012  
Heroes Hall Renovation - Construction

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Admin Fees per LOU 16-012 (3 of 8)	24,198.00
	<b>\$24,198.00</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$24,198.00

Sales Tax: 0.00

Invoice Total: \$24,198.00



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

## Payment Authorization

7/13/2016

Amount: \$981.00

Vendor Name:

CFFA

Invoice No.: 1971

Invoice Date: 7/13/2016

Project No.: 03215042

Project Name: Memorial Gardens / Heroes Hall Building Architectural  
Construction Documents

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*[Signature]*  
Project Manager

*[Signature]*  
Construction Manager

*[Signature]*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1971  
Invoice Date: 7/13/2016  
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 #100155	981.00
	<u>\$981.00</u>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$981.00  
Sales Tax: 0.00  
Invoice Total: \$981.00



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

6/17/2016

Amount: \$79,133.00

Vendor Name: CFFA

Invoice No.: 1871

Invoice Date: 3/11/2016


Project No.: 03216019


Project Name: Livestock Judging Arena Roofing Project

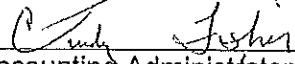
Fair Name: OC Fair & Event Center

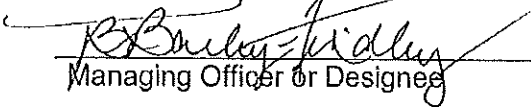
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 160  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1871  
Invoice Date: 3/11/2016  
Customer Code: 32nd  
Project: 03216019  
Livestock Arena Roofing Project

Please make checks payable to California Fairs Financing Authority

Description	Amount
Project Construction Costs per LOU-16019	62,268.00
Contingency (10%) per LOU 16-019	6,226.00
Estimated Direct Costs per LOU 16-019	3,075.00
CFFA Project Admin Fees per LOU 16-019	7,564.00
	<u>\$79,133.00</u>

*Thank you for your business!*

Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$79,133.00  
Sales Tax: 0.00  
Invoice Total: \$79,133.00





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribune Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6410  
Fax: (916) 263-6415

FINANCING  
DESK  
CONSTRUCTION

**LETTER OF UNDERSTANDING**  
**Livestock Judging Arena Roofing Project**

To: Becky Bailey-Findley, Managing Director  
California Fairs Financing Authority  
Date: March 7<sup>th</sup>, 2016

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 16-019 (CFFA Project No. 032-16-019)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

PROJECT: See Exhibit A, (March 7, 2016), Livestock Judging Arena Roofing Project  
 SCHEDULE: Estimated Start Date: Immediately. Completed by May 20, 2016  
 FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project management/administration fees, project inspection fees, and third party charges ("Project Cost"), per Authority's fee schedule, where applicable, identified in Exhibit A attached.
2. CFFA's project management/administration fee for this project is twelve percent (12%) of project construction costs. CFFA will invoice Fair for total project cost upon signing of this document.
3. Upon approval of this LOU, CFFA shall invoice the for the amount of SEVENTY NINE THOUSAND, ONE HUNDRED THIRTY THREE DOLLARS and NO/100 CENTS (\$79,133.00), which is the current estimated 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.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.

*Becky Bailey-Findley* 4/20/16  
 Becky Bailey-Findley Date  
 Managing Director  
 California Fair Services Authority

*Kathy Kramer* 4/16/16  
 Kathy Kramer Date  
 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

March 7, 2016

Project No. 032-16-019  
Subject: 32<sup>nd</sup> District Agricultural Association (DAA)  
Orange County Fair & Event Center  
Livestock Judging Arena Roofing Project

The cost proposal is for the construction of **Livestock Judging Arena Roofing 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) in Costa Mesa, California.
- B. The Contract will be between CFFA and the Contractor.
- C. The project will consist of the labor, equipment and materials to R&R approximately 8,500 sq. ft. of the existing OCFEC Livestock Arena roofing and fascia. Install new 24 gage, DuraTech 5000 (Kynar 500) finish, "R" panel metal roof and new gable siding on the Livestock Arena, per the project specifications.
- D. CFFA will provide project management, inspections, and administration services associated with this project.

This cost proposal is inclusive of the contract construction agreement between CFFA and contractor, project management/administration, supplemental and reimbursable costs, inspections and project oversight. The Fair understands that additional project management/administration costs will be incurred if the project extends beyond the current scheduled completion date of May 20, 2016, or if the project exceeds the current scope. Included in this cost proposal are CFFA's project management/administration and estimated handling fees. Any of the professional services or construction contingency funds included in the cost breakdown that are used, will also be subject to CFFA's fee structure.

The total cost, for the **Livestock Judging Arena Roofing Project** is estimated to be \$79,133.00. This cost includes a 10% construction contingency, estimated supplemental & reimbursable costs, and CFFA management/administration fees. The cost breakdown below identifies the CFFA fee will be 12 percent of the contractors construction cost for the project. If any of the construction contingency funding is utilized, additional project management/administration fees at the same rate will be

incurred upon the amount. 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/32nd DAA  
Livestock Judging Arena Roofing Construction  
Cost Breakdown**

<b>PROJECT CONSTRUCTION COSTS</b>		
Contractors Cost: Base Bid	\$ 62,268.00	
Add. Alternative #1: Not Selected	\$ -	
Add. Alternative #2: Not Selected	\$ -	
	Construction Sub-Total	\$ 62,268.00
<b>*CONSTRUCTION CONTINGENCY (10%)</b>	<b>\$ 6,226.00</b>	<b>\$ 6,226.00</b>
<b>**SUPPLEMENTAL COSTS (Estimate)</b>		
Architect Construction Services	-	
Special Inspections	-	
	Professional Services Sub-Total	\$ -
<b>**REIMBURSABLES (Estimate)</b>		
Travel & Associated Costs	\$ 2,875.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 100.00	
	Reimbursable Sub-Total	\$ 3,075.00
<b>MANAGEMENT/ADMINISTRATION FEES</b>		
Construction Project Administration Fee (12%)	\$ 7,472.00	
Other Direct Costs Handling Fee (3%)	\$ 92.00	\$ 7,564.00
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 79,133.00</b>

\*All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration/Handling fees.

\*\*Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

The project will commence immediately for material procurement and is scheduled to be completed by May 20, 2016 with an anticipated project duration of approximately three (3) months. Actual on-site construction commencement is planned for mid-April 2016. Upon project closeout CFFA will provide the fair with a project closeout and reconciliation report. If the project completion is extended due to scope increase or unforeseen delays past the scheduled completion date of May 20, 2016,

additional project management/administration, and supplemental fees will be incurred. Any direct or reimbursable costs, including handling fee, along with any project management fees based upon the use of any contingency funds, will be reimbursed, in arrears, on a monthly basis, upon receipt of an invoice from CFFA, which will include copies of applicable receipts. Payment of all invoices are due within 30-days of the invoice billing date.

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. If any third party professional or consultant services, including legal, and contracted by CFFA on behalf of this project, they must be paid directly to said service by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 16-019, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 16-019, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

6/21/2016

Amount: \$6,122.95

Vendor Name: CFFA

Invoice No.: 1956

Invoice Date: 6/21/2016

Project No.: 03216024

Project Name: Multi Parking Lot Paving Project: Bid Solicitation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1956  
Invoice Date: 6/21/2016  
Customer Code: 32nd  
Project: 03216024  
Multi Parking Lot Paving Bidding

Please make checks payable to California Fairs Financing Authority

Description	Amount
Project Costs per LOU-16024	3,275.00
Estimated Reimbursables per LOU-16024	2,765.00
CFFA Project Handling Fee per LOU-16024	82.95
	<b>\$6,122.95</b>

*Thank you for your business!*

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$6,122.95  
Sales Tax: 0.00  
Invoice Total: \$6,122.95



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

**LETTER OF UNDERSTANDING**  
**Multi Parking Lot Paving Project; Bid Solicitation**

To: Becky Bailey-Findley, Managing Director  
California Fairs Financing Authority

Date: April 19, 2016

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 16-024 (CFFA Project No. 032-16-024)

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").

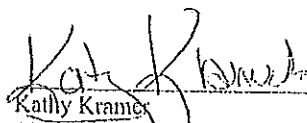
PROJECT: See Exhibit A, (April 19, 2016), Multi Parking Lot Paving - Bid Solicitation  
SCHEDULE: To be Awarded by April 28, 2016. Work scheduled to commence May, 2, 2016  
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. Upon approval of this LOU, CFPA shall invoice the for the amount of SIX THOUSAND, ONE HUNDRED TWENTY TWO DOLLARS and 95/100 CENTS (\$6,122.95), which is the current estimated 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.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.

  
Becky Bailey-Findley  
Managing Director  
California Fair Finance Authority  
Date 4/20/16

  
Kathy Kramer  
Chief Executive Officer  
Orange County Fair & Event Center  
Date 6/13/16



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

4/6/2016

Amount: \$180.09

Vendor Name:

CFFA

Invoice No.: 1882

Invoice Date: 3/31/2016

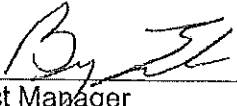
Project No.: 03215048

Project Name: Century Barn Replacement Project Bid Solicitation

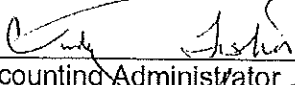
Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95813  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1882  
Invoice Date: 3/31/2016  
Customer Code: 32nd  
Project: 03215048  
Century Barn - Bid Solicitation

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215048 - Century Barn Direct Costs - 03/2016	180.09
	<b>\$180.09</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: MLee@cfsa.org

Net Invoice: \$180.09  
Sales Tax: 0.00  
Invoice Total: \$180.09



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

6/17/2016

Amount: \$370,314.30

Vendor Name:

CFFA

Invoice No.: 1953

Invoice Date: 6/17/16

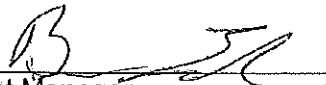
Project No.: 03216037

Project Name: Multi-Parking Lot Paving Construction Project

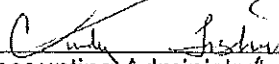
Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1953  
Invoice Date: 6/16/2016  
Customer Code: 32nd  
Project: 03216037  
Multi Parking Lot Paving Construction

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Project Contractors Costs (50%) per LOU-16037	338,887.50
Professional Services / Consultant Costs (50%) per LOU 16-037	1,500.00
Estimated Reimbursables (50%) per LOU 16-037	810.00
CFFA Project Admin Fees (50%) per LOU 16-037	29,116.80
	<b>\$370,314.30</b>

*Thank you for your business!*

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$370,314.30  
Sales Tax: 0.00  
Invoice Total: \$370,314.30



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

11111 State Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 961-6110  
Fax: (916) 961-6116

Form No. \_\_\_\_\_  
Date \_\_\_\_\_  
Class. No. \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**Multi Parking Lot Paving Construction Project**

To: Becky Bailey-Findley, Managing Director  
California Fairs Financing Authority  
Date: April 29<sup>th</sup>, 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

- 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%.
- Upon approval of this LOU, Authority shall invoice the Fair for the amount of THREE HUNDRED SEVENTY THOUSAND, THREE HUNDRED FOURTEEN DOLLARS and 30/100 CENTS (\$370,314.30), 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.
- 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-Findley  
 Managing Director  
 California Fair Services Authority  
 Date: 5-5-16

  
 Kathy Kramer  
 Chief Executive Officer  
 Orange County Fair & Event Center  
 Date: 4/29/16



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6616

FINANCING  
DESIGN  
CONSTRUCTION

## Exhibit A

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**

<b><u>PROJECT CONSTRUCTION COSTS</u></b>		
Contractors Cost: Base Bid	\$ 635,800.00	
Add. Alternative #1: Sandblast Curbs to Repaint	\$ 6,900.00	
Add. Alternative #2: Paint Sandblasted Curbs (2 coats)	\$ 2,800.00	
	Construction Sub-Total	\$ 645,500.00
<b>*CONSTRUCTION CONTINGENCY (5%)</b>	\$ 32,275.00	\$ 32,275.00
<b><u>**PROFESSIONAL SERVICES/CONSULTANTS (Estimate)</u></b>		
Architect Construction Services	-	
Special Inspections (mix analysis, compact testing, etc.)	\$ 3,000.00	
	Professional Services Sub-Total	\$ 3,000.00
<b><u>**REIMBURSABLES (Estimate)</u></b>		
Travel & Associated Costs	\$ 1,420.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 100.00	
	Reimbursable Sub-Total	\$ 1,620.00
<b><u>MANAGEMENT/ADMINISTRATION FEES</u></b>		
Construction Project Administration Fee (9%)	\$ 58,095.00	
Other Direct Costs Handling Fee (3%)	\$ 138.60	\$ 58,233.60
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 740,628.60</b>

\*All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration/Handling fees.

\*\*Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project. Note

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

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 basis in accordance with CFFA'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.





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

4/6/2016 Amount: \$46.00

Vendor Name: CFFA

Invoice No.: 1884

Invoice Date: 3/31/2016

Project No.: 03215051

Project Name: Heroes Hall renovation Project Bid Solicitation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

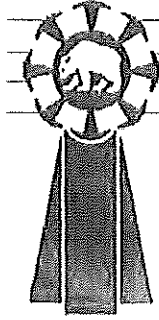
Invoice Number: 1884  
Invoice Date: 3/31/2016  
Customer Code: 32nd  
Project: 03215051  
Heroes Hall - Bidding

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215051 - Heroes Hall Solicitation to Bid - Direct Costs - 03/2016	46.00
	<u>\$46.00</u>

*Thank you for your business!*  
Terms: **Due Upon Receipt**  
Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

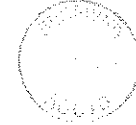
Net Invoice: \$46.00  
Sales Tax: 0.00  
Invoice Total: \$46.00



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



## Payment Authorization

7/13/2016

Amount: \$52,197.70

Vendor Name: AP Construction, Inc.

Invoice No.: App No 4 - Retention

Invoice Date: 6/07/2016

Project No.: 03215059

Project Name: Action Sports Arena Roofing Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designer

TO: California Fairs Finance Authority  
 88 Fair Drive  
 Costa Mesa CA 92626

FROM CONTRACTOR: AP Construction, Inc., 18314 S. Broadway, Gardena, CA 90248

CONTRACT FOR: Action Sports Arena Roofing at O.C. Fair

PROJECT: CCFA  
 Action Sports Arena  
 Roofing  
 VIA ARCHITECT:

APPLICATION NO: 4  
 PERIOD TO: 6/7/2016  
 PROJECT NOS: 15-030  
 CONTRACT DATE: January 4, 2016

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

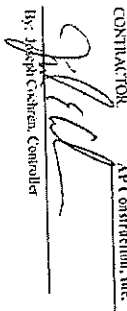
PAGES

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Items Dept (Continuation Sheet is attached)

- 1. ORIGINAL CONTRACT SUM: ..... \$456,000.00
- 2. Net change by Change Orders ..... \$66,977.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$521,977.00
- 4. TOTAL, COMPLETE & STORED TO DATE ..... \$521,977.00  
 (Column 4 on G703)
- 5. RETAINAGE  
 a. Completed Work ..... 10% ..... \$0.00  
 (Column DFE on G703)  
 b. Stored Material ..... 0% ..... \$0.00  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or  
 Total in Column 1 of G703) ..... \$0.00
- 6. TOTAL EARNED LESS RETAINAGE ..... \$521,977.00  
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$169,779.30  
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$351,977.70
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
 (Line 3 less Line 6)


CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by owner	\$65,977.00	\$0.00
Total approved this Month	\$65,977.00	\$0.00
TOTALS	\$65,977.00	\$0.00
NET CHANGES by Change Order		

CONTRACTOR: AP Construction, Inc.  
 By:  Joseph Cochran, Controller  
 Date: 06/07/16

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents based on on-site observations and the data in accordance with this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ..... \$ .....  
 (Attach explanation if amount certified differs from the amount applied for  
 conform to the amount certified)

By:  ARCHITECT  
 Date: 7-13-16  
 7-1-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK FROM PAST APPL.	COMPLETED THIS PERIOD	MATERIALS STORED NOT D&E	ALL COMPLETED & STORED ITEMS	% FINISH (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Requirements								
2	Project Management	24,000.00	24,000.00	0.00		24,000.00	100%	0.00	2,400.00
3	Supervision	35,000.00	35,000.00	0.00		35,000.00	100%	0.00	3,500.00
4	Project Engineer	6,000.00	6,000.00	0.00		6,000.00	100%	0.00	600.00
5	Bond	4,515.92	4,515.92	0.00		4,515.92	100%	0.00	461.59
6	Insurance	4,214.08	4,214.08	0.00		4,214.08	100%	0.00	421.41
7	Document Control	5,000.00	5,000.00	0.00		5,000.00	100%	0.00	500.00
8	Closeout	4,500.00	4,500.00	0.00		4,500.00	100%	0.00	450.00
13	As-Builts	3,000.00	3,000.00	0.00		3,000.00	100%	0.00	300.00
14	Metal Canopy								
15	Steel Demolition	87,070.00	87,070.00	0.00		87,070.00	100%	0.00	8,707.00
16	Valley Beams	59,800.00	59,800.00	0.00		59,800.00	100%	0.00	5,980.00
17	Roof	110,000.00	110,000.00	0.00		110,000.00	100%	0.00	11,000.00
18	Trim	29,900.00	29,900.00	0.00		29,900.00	100%	0.00	2,990.00
19	Electrical								
20	Demolition	33,200.00	33,200.00	0.00		33,200.00	100%	0.00	3,320.00
21	Re-Install Electrical Components	49,800.00	49,800.00	0.00		49,800.00	100%	0.00	4,980.00
22									
23	Change Order #1								
24	Additional Panel Work	6,508.00	6,508.00	0.00		6,508.00	100%	0.00	650.80
25									
26	Change Order #2								
27	New Fascia Beams	59,469.00	59,469.00	0.00		59,469.00	100%	0.00	5,946.90
PROJECT TOTAL:		\$621,977.00	\$521,977.00	\$0.00		521,977.00	100%	0.00	52,197.70

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**As of August 31, 2016**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03215033	08/28/15	Pac Amp Fall Protection - Solicitation of Bids	CFFA	\$7,050.00
California Fair Financing Authority	03215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	\$190,900.00
California Fair Financing Authority	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
California Fair Financing Authority	03215051	12/01/15	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$13,750.00
California Fair Financing Authority	03215058	12/18/15	Action Sports Arena Painting Project	CFFA	\$175,176.00
California Fair Financing Authority	03215059	12/18/15	Action Sports Arena Roofing Project	CFFA	\$540,060.00
California Fair Financing Authority	03216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03216001	03/11/16	Livestock Judging Arena Project Bid Solicitation	CFFA	\$6,050.00
California Fair Financing Authority	03216037	04/29/16	Multi Parking Lot Paving Construction Project	CFFA	\$740,628.60
California Fair Financing Authority	03216019	06/17/16	Livestock Judging Arena Roofing Project	CFFA	\$79,133.00
California Fair Financing Authority	03216024	06/17/16	Multi Parking Lot Paving Construction Project: Bid Solicitation	CFFA	\$6,122.95
<b>New</b>					
<b>Revision/Amendment</b>					
California Fair Financing Authority	03215059	05/12/16	Action Sports Arena Roofing Project	CFFA	\$24,356.82
California Fair Financing Authority	03215051	06/17/16	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$4,100.00
California Fair Financing Authority	03215048	06/17/16	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$1,575.00

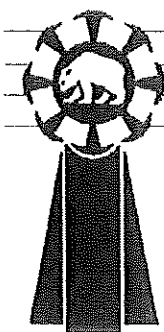
# **New Joint Powers Authority Agreements**

**August 2016**

# **Joint Powers Authority**

**Invoices Paid August 2016**





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

3/02/2016

Amount: \$1,817.25

Vendor Name: CFFA

Invoice No.: 1863

Invoice Date: 2/29/2016

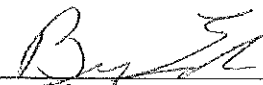
Project No.: 03215051

Project Name: Heroes Hall Renovation Project Bid Solicitation

Fair Name: OC Fair & Event Center

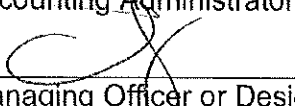
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Fubole Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6110  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1863  
Invoice Date: 2/29/2016  
Customer Code: 32nd  
Project: 03215051  
Heroes Hall - Bidding

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
Prj 03215051 - Heroes Hall Solicitation to Bid - Direct Costs - 02/2016	1,817.25
	<b>\$1,817.25</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [CFFAaccounting@cfsa.org](mailto:CFFAaccounting@cfsa.org)

Net Invoice: \$1,817.25  
Sales Tax: 0.00  
Invoice Total: \$1,817.25

## General Ledger Detail

Current Period 02 (2/1/2016 - 2/29/2016)

CFFA  
 Marcus Lee

Unit Of Measure: \$

Friday, February 26, 2016 9:33:37AM  
 Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>468-032-03215051-A</b>	<b>Reimbursement Direct, 032, Heroes</b>						569.32-
<b>642-032-03215051-A</b>	<b>Printing-Projects, 032, Heroes Hall -</b>						422.66
<b>651-032-03215051-A</b>	<b>Legal, 032, Heroes Hall - Biddin,</b>						0.00
2/5/2016	Summarized AP Invoices	Invoices	AP-Invoice		1,817.25		
2/5/2016	Orbach Huff Suarez & Henderson LLP	Invoice: 72073	Legal Services -Jan. 2016				1,817.25
<b>651-032-03215051-A</b>		Net:	1,817.25		1,817.25	0.00	1,817.25
<b>664-032-03215051-A</b>	<b>Travel-projects, 032, Heroes Hall - B</b>						146.66
<b>\$ Grand Totals</b>		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		0.00	1,817.25		1,817.25	0.00	1,817.25
	<b>\$ Trial Balances</b>				<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		569.32	569.32	0.00
			Activity:		1,817.25	0.00	1,817.25
			Ending:		2,386.57	569.32	1,817.25

**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA 95815

February 5, 2016

Attention: Brian Eubanks

Inv #: 72073

RE: General Facilities  
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
01-22-16	1597		1.20	\$230.00	276.00
			<i>o/c</i>		
01-25-16	1597		1.70	\$230.00	391.00
			<i>o/c</i>		
01-26-16	1597		0.50	\$230.00	115.00
			<i>o/c</i>		
01-27-16	1597		2.10	\$230.00	483.00
			<i>o/c</i>		

01-28-16	1597	1.30	\$230.00	299.00
----------	------	------	----------	--------

01-29-16	1597	1.00	\$230.00	230.00
----------	------	------	----------	--------

Totals		7.80		\$1,794.00
--------	--	------	--	------------

**DISBURSEMENTS**

Jan-31-16	Photocopies 93 @ 0.25 week of 01/25/16			23.25
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Totals				\$23.25
--------	--	--	--	---------

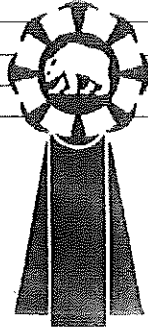
Total Fees and Disbursements				\$1,817.25
------------------------------	--	--	--	------------

TAX ID Number 95-4655650

**Timekeeper Summary**

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	7.80	\$230.00	\$1,794.00

*OK TO PM  
B 2-11-16*



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

8/1/2016

Amount: \$24,198.00

Vendor Name: CFFA

Invoice No.: 1981

Invoice Date: 8/1/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1981  
 Invoice Date: 8/1/2016  
 Customer Code: 32nd  
 Project: 03216012  
 Heroes Hall Renovation - Construction

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Admin Fees per LOU 16-012 (6 of 8)	24,198.00
	<b>\$24,198.00</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfssa.org](mailto:MLee@cfssa.org)

Net Invoice: \$24,198.00

Sales Tax: 0.00

Invoice Total: \$24,198.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

8/4/2016

Amount: \$4,889.50

Vendor Name: CFFA

Invoice No.: 1985

Invoice Date: 7/29/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





**CALIFORNIA  
FAIRS FINANCING  
AUTHORITY**

1776 Tibbels Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6110

Invoice:  
Desk:  
Construction:

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1985  
 Invoice Date: 7/29/2016  
 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 - 07/2016	4,889.50
	<b>\$4,889.50</b>

*Thank you for your business!*  
**Terms: Due Upon Receipt**  
 Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$4,889.50  
 Sales Tax: 0.00  
 Invoice Total: **\$4,889.50**



Travel Allocation	Costs	Heroes Hall 032-16012 96%
<b>DAVID FREESE</b>		
Southwest Flight 7/11	107.00	102.72
Fuel 7/08	10.78	10.35
Hotel 7/08	432.87	415.56
Soc Airport Parking 7/08	68.00	65.28
Rental Car 7/08	139.56	133.02
Fuel 7/15	9.73	9.34
Hotel 7/15	577.16	554.07
Soc Airport Parking	85.00	81.60
Rental Car 7/15	264.62	254.04
<b>Jim Donovan</b>		Heroes Hall 032-16012 79%
Southwest Flight 6/27	448.96	354.68
Hotel 6/27	577.16	455.96
Southwest Flight 7/18	124.00	97.96
Southwest Flight 7/25	507.96	401.29
<b>Bryan Eubanks</b>		100%
Southwest Flight 6/27	467.96	467.96
Hotel 6/29	144.29	144.29
Soc Airport Parking	51.00	51.00
Hotel 6/30	144.29	144.29
Hotel 7/17	310.78	310.78
<b>Total Allocations</b>		**4054.19
Hotel Credit from June Statement		



ARC Document Solutions, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 74-6036592

INVOICE NO. 8717027

INVOICE DATE 07/06/16

WORK ORDER# 5116869

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: DAVID FREESE  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 07/06/16 at 02:00PM

OP CODE	DESCRIPTION	TAX	LOG	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8501	PW DMF/Document MNGT	NT	001	19	1		19	EA	2.3100	43.89
8522	Set Up	T	001	1	1		1	EA	5.7000	5.78
1605	PPC Tinted Bond - Additional Set	T	001	19	2	30X42	342	SF	0.3230	110.47
1625	Edge Bind - Standard	T	001	2	1		2	EA	2.2050	4.41
1631	PPC Additional Services FOR INSERT	T	001	.50	1		0.5	EA	105.0000	52.50

*OK to print  
 13-5 7/8/16*

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
217.05		13.85	230.90		230.90

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 2625238

**Marcus Lee**

**From:** Raymond Lacayanga <raymond.lacayanga@officedepot.com>  
**Sent:** Tuesday, August 02, 2016 9:01 AM  
**To:** Marcus Lee  
**Subject:** receipt copy

https://sigcap.officedepot.com/SignatureCapture/poss?action=Display&screen=popup&data=MjZ3MzI1SO - Intern... | □

https://sigcap.officedepot.com/SignatureCapture/poss?action=Display&screen=...

**Office DEPOT**  
*Taking Care of Business*

**Description - Office Product/Supplies**

Transaction amount \$18.59  
Card number \*\*\*\*\*1737(Visa)  
Purchase date 06/29/2016  
Store location 3298 (Costa Mesa, CA)  
Register 49  
Transaction 227  
Authorization code 909284  
2nd Auth code N/A  
Card ID 0309732204  
Customer signature



Purchases relating to this transaction

Item #	Quantity	UOM	Description
576081	1	EACH	TONER, 1N630, BLACK

Raymond C. Lacayanga

Customer Service Representative  
Tel: 1800-GO-DEPOT | [raymond.lacayanga@officedepot.com](mailto:raymond.lacayanga@officedepot.com)



Home Services

DIY Projects & Ideas

Credit Services

Pro Xtra

Store Finder

Order Status

Local Ad



What can we help you find?



Your Store  
Arden arcade



Stella  
David



## In-Store eReceipt Details

**Purchase Date:** 06/29/16  
**PQ / Job Code:** -----

**Purchase Number:** 6664-00056-09508

**Units In Purchase:** 3  
**Purchase Total:** \$58.22

[View Receipt](#)

### Milwaukee Inkzall Fine Point Black Marker (4-Pack)



**Unit Price:** \$3.97  
**Quantity Purchased:** 1  
**Item Total:** \$3.97

Model # 48-22-3104  
Internet # 204813525  
Store SKU # 1000037139

**Purchase Date:**  
06/29/16

**Store Details:**  
Costa Mesa # 6664  
2300 S HARDOR BLVD  
COSTA MESA, CA, 92626  
(949)646-4220

### Milwaukee 25 ft. Magnetic Tape Measure



**Unit Price:** \$24.97  
**Quantity Purchased:** 2  
**Item Total:** \$49.94

Model # 48-22-5125  
Internet # 203981060  
Store SKU # 1000011162

**TOTAL \$58.22**



Feedback

Marcus Lee

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Saturday, June 25, 2016 12:20 AM  
**To:** Marcus Lee  
**Subject:** UPDATED flight reservation (9KQUTF) | 27JUN16 | SMF-SNA | Donovan/James

Thanks for choosing Southwest® for your trip.



[Log In](#) | [View my itinerary](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



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

### Air Itinerary

**AIR Confirmation: 9KQUTF**

Confirmation Date: 06/25/2016

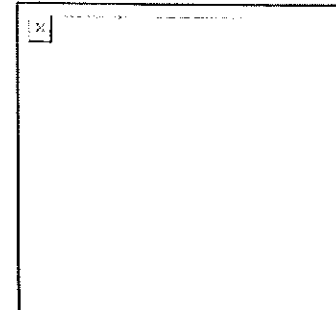
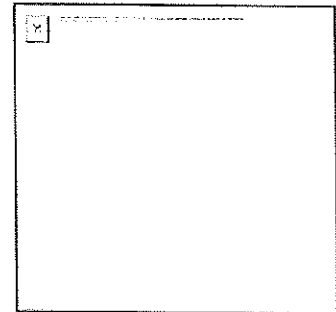
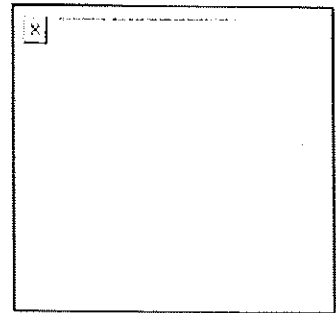
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
DONOVAN/JAMES	32367602	5262422914050	Jun 3, 2017	4462

Date	Flight	Departure/Arrival
Mon Jun 27	2540	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 09:35 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 11:00 AM Travel Time 1 hrs 25 mins <a href="#">Anytime</a>

Date	Flight	Departure/Arrival
Fri Jul 1	2264	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:40 PM Arrive in SACRAMENTO, CA (SMF) at 2:00 PM Travel Time 1 hrs 20 mins <a href="#">Anytime</a>



**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.



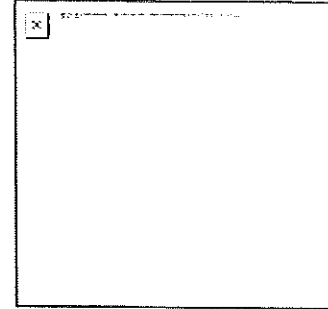
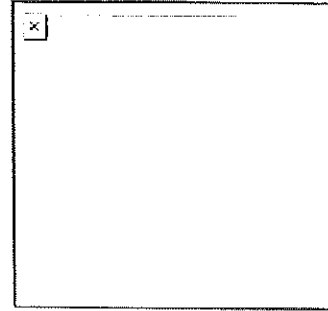
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**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.

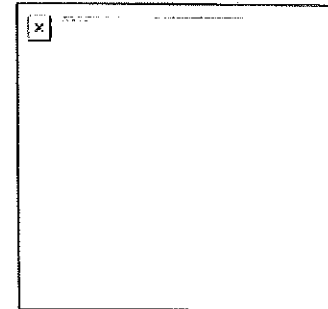


**If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



Air Cost: 507.96

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.



Learn about our boarding process



Learn about inflight WiFi & entertainment

### Cost and Payment Summary

✈️ 9KQUTF

Base Fare	\$ 446.30
Excise Taxes	\$ 33.46
Segment Fee	\$ 6.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 11.20
<b>Total Air Cost</b>	<b>\$ 507.96</b>

#### Payment Information

This funds applied from Conf# 9SK6E2 (\$553.96 remaining) \$59.00

Payment Type: Ticket Exchange

Date: Jun 25, 2016

Payment Amount: \$448.96

#### Exchange Detail

Jun 21, 2016 From ticket # 5262421678069 to ticket # 5262422914050



Marcus Lee

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, June 24, 2016 1:02 PM  
**To:** Marcus Lee  
**Subject:** UPDATED flight reservation (9EILUD) | 28JUN16 | SMF-SNA | Eubanks/Bryan

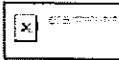
Thanks for choosing Southwest for your trip



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<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



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

**Upcoming Trip:** 06/27/16 - Orange County

### [Air Itinerary](#)

**AIR Confirmation:** 9EILUD

Confirmation Date: 06/24/2016

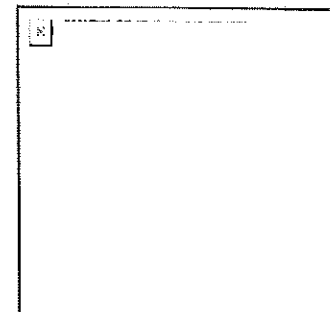
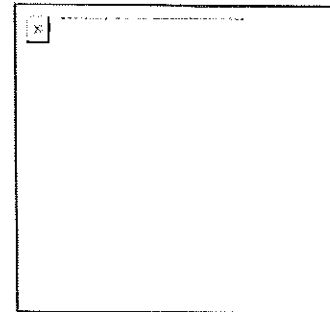
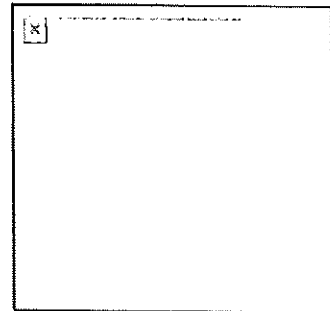
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262422784242	Jun 22, 2017	4090

Date	Flight	Departure/Arrival
Tue Jun 28	2540	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 09:35 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 11:00 AM Travel Time 1 hrs 25 mins <a href="#">Anytime</a>

Date	Flight	Departure/Arrival
Tue Jun 28	568	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 5:35 PM Arrive in SACRAMENTO, CA (SMF) at 6:55 PM Travel Time 1 hrs 20 mins <a href="#">Anytime</a>



**Check in for your flight(s):** 24 hours before your trip on [Southwest.com](#) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.





**Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



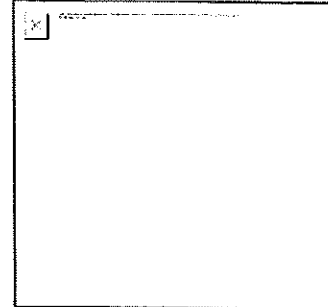
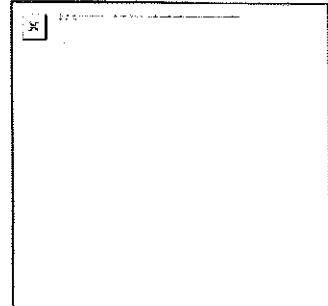
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



**If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



Air Cost: 467.96

Fare Rule(s): 5262422784242: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this Itinerary may result in a fare increase

SMF WN SNA204.54YL WN SMF204.54YL 409.08 END ZPSMFSNA  
XT11.20AY9.00XFSMF4.5SNA4.5



Learn about our boarding process



Learn about inflight WiFi & entertainment

### Cost and Payment Summary

Air 9EILUD

Base Fare	\$ 409.08
Excise Taxes	\$ 30.68
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 11.20
<b>Total Air Cost</b>	<b>\$ 467.96</b>

#### Payment Information

Payment Type: Ticket Exchange  
Date: Jun 24, 2016  
Payment Amount: \$467.96

REFUND ON Jun 24, 2016 TO Visa  
XXXXXXXXXXXX1737 \$20.00

#### Exchange Detail

Jun 22, 2016 From ticket # 5262422084508 to  
ticket # 5262422784242

Marcus Lee

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Monday, June 27, 2016 3:18 PM  
**To:** Marcus Lee  
**Subject:** Flight reservation (92WS8M) | 25JUL16 | SMF-SNA | Donovan/James

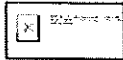
Thanks for choosing Southwest® for your trip.



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<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



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

### [Air Itinerary](#)

**AIR Confirmation:** 92WS8M

Confirmation Date: 06/27/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
DONOVAN/JAMES	32367602	5262423471466	Jun 27, 2017	4462

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 Jul 25	797	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins <a href="#">Anytime</a>

Date	Flight	Departure/Arrival
Fri Jul 29	2264	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:40 PM Arrive in SACRAMENTO, CA (SMF) at 2:00 PM Travel Time 1 hrs 20 mins <a href="#">Anytime</a>



**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.



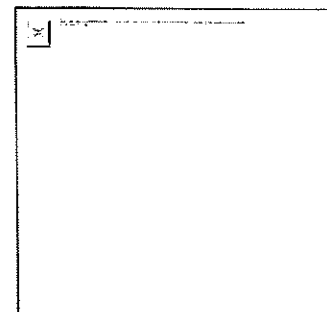
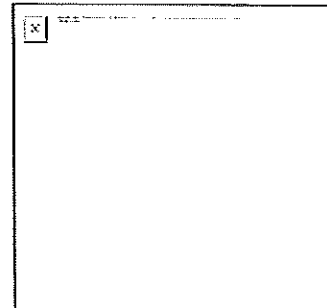
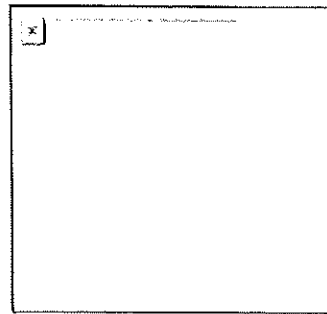
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**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: 507.96

Fare Rule(s): 5262423471466: 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 SNA223.14YLNEV WN SMF223 14YLNEV 446.28 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

<input type="checkbox"/> 92WS8M		
Base Fare	\$ 446.28	<b>Payment Information</b>
Excise Taxes	\$ 33.48	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jun 27, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$507.96
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 507.96</b>	

**Marcus Lee**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Monday, June 27, 2016 3:10 PM  
**To:** Marcus Lee  
**Subject:** Flight reservation (9P2S8I) | 11JUL16 | SMF-SNA | Freese/David

Thanks for choosing Southwest® for your trip.



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<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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**Ready for takeoff!**

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

**Air Itinerary**

**AIR Confirmation: 9P2S8I** Confirmation Date: 06/27/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262423468725	Jun 2, 2017	4462

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 Jul 11	797	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins <a href="#">Anytime</a>

Date	Flight	Departure/Arrival
Fri Jul 15	2264	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:40 PM Arrive in SACRAMENTO, CA (SMF) at 2:00 PM Travel Time 1 hrs 20 mins <a href="#">Anytime</a>

**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.



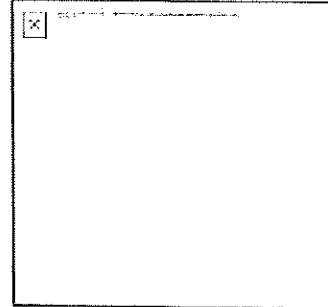
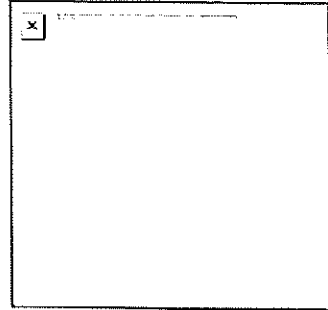
**30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.



**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: 507.96

Fare Rule(s): 5262423468725: 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 SNA223.14YLNEV WN SMF223.14YLNEV 446.28 END ZPSMFSNA  
XFSMF4.5SNA4.5 AY11.20SSMF5.60 SNA5.60



Learn about our boarding process



Learn about inflight WiFi & entertainment

### Cost and Payment Summary

(WP 0P258)

Base Fare	\$ 446.28
Excise Taxes	\$ 33.48
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 11.20
<b>Total Air Cost</b>	<b>\$ 507.96</b>

**Payment Information**

Payment Type: Visa XXXXXXXXXXXX1737  
Date: Jun 27, 2016  
Payment Amount: \$107.00  
Tks funds applied from Conf# 9CHLIL (\$0.00 remaining) \$146.98  
Tks funds applied from Conf# 93KL13 (\$0.00 remaining) \$253.98

Best Western Plus Newport Inn  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 07/01/2016 09:53 AM MELISSA

Loyalty Club: 6006637391147204

DIAMOND

Room # 221-A

Registered To:  
 Donovan, James  
 BW-REGULAR GUESTS  
 3431 Cantelow Rd  
 Vacaville, CA 95688

Conf # 119812  
 Arrival 06/27/16  
 Departure 07/01/16

Room Type BS-Business - Suite  
 Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
 Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
06/27/16	MELISSA	7T	GUEST ADV TRANS			\$577.16-
06/27/16	khaled	RC	ROOM CHARGE			\$129.99
06/27/16	khaled	9	ROOM TAX			\$10.40
06/27/16	khaled	91	CITY BIA			\$3.90
06/28/16	khaled	RC	ROOM CHARGE			\$129.99
06/28/16	khaled	9	ROOM TAX			\$10.40
06/28/16	khaled	91	CITY BIA			\$3.90
06/29/16	khaled	RC	ROOM CHARGE			\$129.99
06/29/16	khaled	9	ROOM TAX			\$10.40
06/29/16	khaled	91	CITY BIA			\$3.90
06/30/16	khaled	RC	ROOM CHARGE			\$129.99
06/30/16	khaled	9	ROOM TAX			\$10.40
06/30/16	khaled	91	CITY BIA			\$3.90

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.

Signature \_\_\_\_\_

Marcus Lee

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, June 28, 2016 2:48 PM  
**To:** Marcus Lee  
**Subject:** Flight reservation (97MNCE) | 18JUL16 | SMF-SNA | Donovan/James

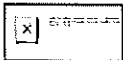
Thanks for choosing Southwest® for your trip.



[Log in](#) | [View my itinerary](#)

[Check In Online](#) | [Check Flight Status](#) | [Change Flight](#) | [Special Offers](#) | [Hotel Offers](#) | [Car Offers](#)

## Ready for takeoff!



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

### Air Itinerary

**AIR Confirmation: 97MNCE**

Confirmation Date: 06/28/2016

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
DONOVAN/JAMES	32367602	5262423804718	Jun 3, 2017	4462

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 Jul 18	797	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time: 1 hrs 25 mins <a href="#">Anytime</a>

Date	Flight	Departure/Arrival
Fri Jul 22	2264	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:40 PM Arrive In SACRAMENTO, CA (SMF) at 2:00 PM Travel Time: 1 hrs 20 mins <a href="#">Anytime</a>



**Check in for your flight(s):** 24 hours before your trip on [Southwest.com](#) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.





**Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



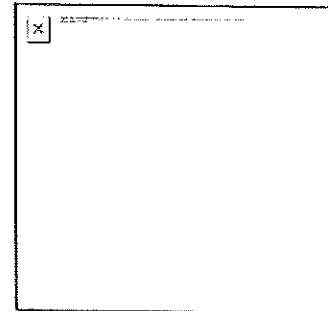
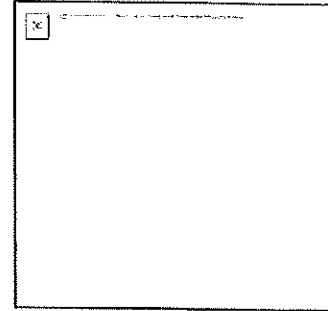
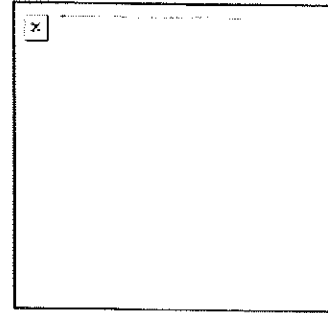
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**10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



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Air Cost: 507.96

Fare Rule(s): 5262423804718: 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 SNA223.14YLNEV WN SMF223.14YLNEV 446.28 END ZPSMFSNA  
XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our boarding process



Learn about inflight WiFi & entertainment

### Cost and Payment Summary

AIR 97MNCE

Base Fare	\$ 446.26	<b>Payment Information</b>
Excise Taxes	\$ 33.48	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jun 28, 2016
Passenger Facility Charge	\$ 9.00	Payment Amount: \$124.00
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 507.96</b>	This funds applied from Conf# 9SK6E2 (50.00 remaining) \$383.96

Best Western Plus Newport Inn  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 06/29/2016 07:01 AM kelly

Loyalty Club: 6006637391147204

Diamond

Room # 331-A

Registered To:

Eubanks, Bryan  
 3431 Cantelow Rd  
 Vacaville, CA 95688

Conf # 119888  
 Arrival 06/28/16  
 Departure 06/29/16

Room Type KD2-King - Business - N  
 Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
 Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
06/28/16	khaled	RC	ROOM CHARGE			\$129.99
06/28/16	khaled	9	ROOM TAX			\$10.40
06/28/16	khaled	91	CITY BIA			\$3.90
06/29/16	kelly	VS	PAYMENT VISA/MC		1737 - 818283	\$144.29
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_

SAC. INTL AIRPORT  
6900 AIRPORT BLVD  
SACRAMENTO, 95837

05 388 06/30/16 14:14  
Cashier 39  
Receipt 075189

Short-term Parking Tkt  
GRE - No. 091383  
06/28/16 07:54  
06/30/16 14:14  
Period 2d6h21'  
(Ust.) \$51.00  
Total \$51.00  
Payment Received  
VISA \$51.00  
XXXXXXXXXXXX1737  
Auth. Co. 610341  
Sub Total \$51.00

All Amounts in USD.  
Deliv. Date=Receipt Date

121 - SACRAMENTO

Best Western Plus Newport Inn  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 06/30/2016 07:02 AM khated

Loyalty Club: 6006637391147204

Diamond

Room # 331-A

Registered To:

Conf # 120020  
 Arrival 06/29/16  
 Departure 06/30/16

Eubanks, Bryan  
 3431 Cantelow Rd  
 Vacaville, CA 95688

Room Type KD2-King - Business - N  
 Guests 2 / 0

(000) 000-0900

Payment Cash

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
06/30/16	kelly	RC	ROOM CHARGE		Late C/I	\$129.99
06/30/16	kelly	9	ROOM TAX			\$10.40
06/30/16	kelly	91	CITY BIA			\$3.90
06/30/16	kelly	VS	PAYMENT VISA/MC		1737 - 900310	\$144.29
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_

**Best Western Plus Newport Inn**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 07/17/2016 10:30 AM kelly

Loyalty Club: 6006637391147204

Diamond

Room # 127-A

**Registered To:**

Eubanks, Bryan  
BW-REGULAR GUESTS  
3431 Cantelov Rd  
Vacaville, CA 95688

Conf # 119954  
Arrival 07/14/16  
Departure 07/17/16

Room Type: QQN-Queen Queen - Nc  
Guests 2 / 0

Payment Visa/Master  
Acct

(000) 000 0000

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
07/14/16	khaled	RC	ROOM CHARGE			\$129.99
07/14/16	khaled	9	ROOM TAX			\$10.40
07/14/16	khaled	91	CITY BIA			\$3.90
07/15/16	khaled	RC	ROOM CHARGE			\$149.99
07/15/16	khaled	9	ROOM TAX			\$12.00
07/15/16	khaled	91	CITY BIA			\$4.50
07/16/16	khaled	RC	ROOM CHARGE			\$149.99
07/16/16	khaled	9	ROOM TAX			\$12.00
07/16/16	khaled	91	CITY BIA			\$4.50
07/17/16	kelly	VS	PAYMENT VISA/MC		5313 - 122942	\$166.49
07/17/16	kelly	VS	PAYMENT VISA/MC		1737 - 314144	\$310.78
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_

SELL # 5740272101  
1512 SOUTHWEST BRISTOL  
SANTA ANA, CA  
92706

07/09/2016 11:29:55 AM 72011659

NEW YORK NEW YORK 0880 0134  
INVOICE 05755  
NOTE 018012

QUANTITY	3.5756
DESCRIPTION	
PRICE/UNIT	3.659
TOTAL	\$ 13.078

.....  
SUBTOTAL \$ 13.078  
TAX \$ 0.86  
.....  
TOTAL \$ 13.938

CREDIT \$ 10.79

GROUPS WITH INTERESTS LISTED  
HEREIN DO NOT QUALIFY FOR  
PREFERRED.

Best Western Plus Newport Inn  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 07/08/2016 01:45 PM Romi

Registered To:  
 Freese, David  
 BW-REGULAR GUESTS  
 106 Luzena ave  
 VACAVILLE, CA 95688

(160) 207-6114

Room # 333-A  
 Conf # 119876  
 Arrival 07/05/16  
 Departure 07/08/16  
 Room Type KDZ-King - Business - N  
 Guests 2 / 0  
 Payment Visa/Master  
 Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
07/05/16	khaled	RC	ROOM CHARGE			\$129.99
07/05/16	khaled	9	ROOM TAX			\$10.40
07/05/16	khaled	91	CITY BIA			\$3.90
07/06/16	khaled	RC	ROOM CHARGE			\$129.99
07/06/16	khaled	9	ROOM TAX			\$10.40
07/06/16	khaled	91	CITY BIA			\$3.90
07/07/16	khaled	RC	ROOM CHARGE			\$129.99
07/07/16	khaled	9	ROOM TAX			\$10.40
07/07/16	khaled	91	CITY BIA			\$3.90
07/08/16	MELISSA	VS	PAYMENT VISA/MC		0586 - 915001	\$432.87

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.

Signature \_\_\_\_\_

SAC. INTL AIRPORT  
6900 AIRPORT BLVD  
SACRAMENTO, 95837

RF 521 Le 07/08/16 14:08  
Receipt 009776

Short-term Parking Tkt  
GRE - No. 021690  
07/05/16 05:58  
07/08/16 14:08  
Period 3d8h11'  
(Ust.) \$68.00

Total \$68.00

Payment Received  
VISA \$68.00  
XXXXXXXXXXXX0686  
Auth. Co. 618090

Sub Total \$68.00

All Amounts in USD.  
Deliv. Date=Receipt Date

12/15/2016





Welcome to Shell

SHELL  
1512 SOUTHEAST BRIST  
SANTA ANA, CA  
92626  
57442773701  
07/15/2016 338040941  
06:48:26 AM

PUMPH 3  
REGULAR 3.1820  
PRICE/GAL \$9.059

FUEL TOTAL \$ 9.73

CREDIT \$ 9.73

XXXX XXXX XXXX 0030  
VISA  
NYA # 005134  
INF # 010769

-----  
Drive Savings  
Join Fuel Rewards...  
and earn \$0.10/gal  
when you buy Shell  
V-Power V100. See  
[www.fuelrewards.com](http://www.fuelrewards.com)  
for terms/conditions  
- Offer ends 10/2.

Please come again

Best Western Plus Newport Inn  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 07/15/2016 01:38 PM MELISSA

Registered To:  
 Freese, David  
 BW-REGULAR GUESTS  
 106 Luzena ave  
 VACAVILLE, CA 95688

(160) 207-6114

Room # 301-A  
 Conf # 119877  
 Arrival 07/11/16  
 Departure 07/15/16  
 Room Type KDZ-King - Business - H  
 Guests 2 / 0  
 Payment Visa/Master  
 Acct

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
07/11/16	khaled	RC	ROOM CHARGE			\$129.99
07/11/16	khaled	9	ROOM TAX			\$10.40
07/11/16	khaled	91	CITY BIA			\$3.90
07/12/16	khaled	RC	ROOM CHARGE			\$129.99
07/12/16	khaled	9	ROOM TAX			\$10.40
07/12/16	khaled	91	CITY BIA			\$3.90
07/13/16	khaled	RC	ROOM CHARGE			\$129.99
07/13/16	khaled	9	ROOM TAX			\$10.40
07/13/16	khaled	91	CITY BIA			\$3.90
07/14/16	khaled	RC	ROOM CHARGE			\$129.99
07/14/16	khaled	9	ROOM TAX			\$10.40
07/14/16	khaled	91	CITY BIA			\$3.90
07/15/16	MELISSA	YS	PAYMENT VISA/MC		0686 - 711115	\$577.16

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_



DOLLAR RENT A CAR  
Phone: 800-800-5252  
www.dollar.com

Direct All Inquiries To:  
DOLLAR RENT A CAR  
PO BOX 35250  
TULSA, OK 74153-1167

TAX ID: 73-1309092

DAVID FRESSE  
106 LUZENA AVE  
VACAVILLE, CA 95688



RENTAL CHARGE DETAIL

Rental Agreement No: 127461935  
Date: 07/18/2016  
Document: 956002720458

Renter: DAVID FRESSE  
Account No.: \*\*\*\*\*0686 VIS

**RENTAL REFERENCE**  
Rental Agreement No: 127461935  
Reservation ID: G9803256015

**RENTAL DETAILS**

Rate Plan: IN: RCMS OUT: RCMS  
Rented On: 07/11/2016 08:28 LCC# 051722  
                  ORANGE COUNTRY AP, CA  
Returned On: 07/15/2016 12:00 LCC# 051722  
                  ORANGE COUNTRY AP, CA  
Car Description: VERBA SD 1.6L N 7H/M/J33  
                  5142187  
Car Class Charged: Q6 MILEAGE In: 16,137  
Rented: R Out: 16,074  
Reserved: Q6 Distance: 63

**MISCELLANEOUS INFORMATION**  
CC AUTH: 01192 DATE: 2016/07/11 AMT: 304.00

**RENTAL CHARGES**

ITEMS	1	\$	158.89	158.89
SUBTOTAL				158.89
DAMAGE WAIVER (CW/LDW)			55.00	
CONCESSION FEE RECOVERY			24.95	
CA TOURISM FEE			5.56	
LICENSE & TAX REIMBURSEMENT			5.10	
TAX			15.12	

TOTAL CHARGES 264.62 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: 127461935  
Date: 07/18/2016  
Document: 956002720458  
Renter: DAVID FRESSE  
Account No.: \*\*\*\*\*0686 VIS

Phone: 800-800-5252  
Web: www.dollar.com

TOTAL CHARGES

264.62 USD

# SuperShuttle

CALL (800) BUOL VAN at least one day  
in advance for return reservations

## PASSENGER RECEIPT

7/22/2016 2:13:45PM



CONFIRMATION  
PASSENGERS: 1  
Donovan, James

Davis 95616

FARE:	\$ 24.00
SERVICE CHARGE:	\$ 0.00
DRIVER FEES:	\$ 0.00
COMPANY FEES:	\$ 0.00
DISCOUNT:	\$ 0.00
TIP:	\$ 2.00
CONF/GIFT CLRT:	\$ 0.00
<b>TOTAL DUE:</b>	<b>\$ 26.00</b>

PAYMENT TYPE: CR  
TOTAL PAID: \$ 26.00  
CHANGE DUE: \$ 0.00

THIS IS A RECEIPT  
NOT VALID FOR TRANSPORTATION

DRIVER GRATUITY NOT INCLUDED IN FARE  
SHF  
Non-Refundable

RA 634282206 B11 0  
Rental 18-JUL-2016 08:13 AM  
JOHN WAYNE ARP1  
Return 22-JUL-2016 11:52 AM  
JOHN WAYNE ARP1

JAMES DONOVAN  
Vehicle # GU13953a  
Model CARRY  
Class Driven FCAR Class Charged FCAR  
License# 7MRE787 State/Province CA  
H/Kms Driven 154  
H/Kms Out 21004  
H/Kms In 21160

Billing Ref 11565173430  
Charges No Unit Price Amount  
T & H 1 Week 205.83 205.83\*  
UNLN H/KM 0 H/Kms 0.00\*  
ADNL DRV 2 Days 0.00\*  
CONCESSION FEE RECOVERY 23.42\*  
TOURISM FEE 7.20  
VEHICLE LICENSE RECOVERY 6.00  
SALES TAX 63.000 % 16.34

Total Charges USD 269.79  
Pre-payment Visa 3632 -269.79  
Amount Due USD 0.00

\* Taxable Items  
Subject to Audit  
Your Alamo Insider Number is 934715762  
Customer Service Number 1-800-445-6864

SAC. INTL AIRPORT  
 6900 AIRPORT BLVD  
 SACRAMENTO, 95837  
 07/29/16 20:05  
 Receipt 013009  
 Short-term Parking Tkt  
 GRE - No. 020573  
 07/25/16 05:51  
 07/29/16 20:05  
 Period 4d14h15'  
 (Ust.) \$85.00  
 Total \$85.00  
 Payment Received \$85.00  
 VISA  
 XXXXXXXXXXXXX3832  
 Auth. Co. 08200D  
 Sub Total \$85.00

All Amounts in USD.  
 Deliv. Date=Receipt Date

01/27/2016 - 14

CHEVRON  
 2121 S. BRISTOL ST  
 STN 00202016  
 07/29/16 16:31:12  
 E/VISA  
 XXXXXXXXXXXXX4951  
 INVOICE#: 1621070  
 AUTH#: 043219  
 PUMP#: 5  
 3.910G @ \$ 2.999/6  
 1 Un/Self \$ 11.73  
 Total \$ 11.73

THANK YOU FOR  
 CHOOSING CHEVRON

LEARN HOW TO  
 EARN REWARDS  
 WITH A CHEVRON  
 CREDIT CARD  
 OF TEXACO  
 See application  
 for details

SHELL  
 1512 SOUTHEAST BRIST  
 SANTA ANA, CA  
 92626  
 57442773701  
 07/29/2016 338058977  
 11:08:23 AM  
 PUMPH 1  
 REGULAR 10.2906  
 PRICE/GAL \$2.959  
 FUEL TOTAL \$ 30.45  
 CREDIT \$ 20.45

XXXX XXXX XXXX 3832  
 VISA  
 AUTH 08220D  
 END 110911  
 Dinos Savings  
 Join Fuel Rewards...  
 and earn \$0.10/gal  
 when you buy Shell  
 or Power 10130. See  
 www.fuelrewards.com  
 for terms/conditions  
 - offer ends 10/2

RESG98049515E9  
 CC  
**JAMES DONOVAN**  
**INITIAL CHARGES**  
 RENTRT \$ 176.10 /WEEK @1 /WEEKS \$ 170.1  
 SUBTOTAL T\$ 170.1  
**CHARGES ADDED DURING RENTAL**  
 LOW DECLINED  
 LIS DECLINED  
 PAL.PEC DECLINED  
 PREMIER SVC DECLINED  
 \* ADDITIONAL CHARGES  
**SERVICE CHARGES/TAXES**  
 CONCESSION FEE RECOVERY 11.11% T\$ 20.12  
 CA TOURISM ASSESSMENT 3.50% \$ 5.95  
 Vehicle License Fee Accepted @ \$ 1.02 per day T\$ 5.70  
 TAX 1 8.000% ON TAXABLE TTL OF \$ 195.33 \$ 15.63  
 TAX 2 2.750% ON TAXABLE TTL OF \$ .00 \$ .00  
**TOTAL AMOUNT DUE \$ 216.91**  
 CHARGED ON VISA XXXXXXXXXXXXX3832  
  
 VEHICLE: 01188 / 3388329 16 FIESTA 4D N  
 LICENSE: CA 7RUL169  
 FUEL: FULL 8 / 8 OUT 8 / 8 IN  
 MILEAGE IN: 12101 TR-X MILES:  
 MILEAGE OUT: 11640 MILES ALLOWED:  
 MILES DRIVEN: 452 MILES CHARGED:  
 COP: 00099  
  
 RENTED: JOHN WAYNE AIRPORT  
 RENTAL: 07/25/16 08:16  
 RETURN: 07/29/16 16:45  
 RETURNED: JOHN WAYNE AIRPORT  
 COMPLETED BY: 2889/CAOCAZZ  
  
 PLAN IN: RCH55 RATE CLASS: Q6  
 PLAN OUT: RCH55  
  
 Save 10% on your next rental  
 by taking a brief survey:  
 dollarrentalsurvey.com  
 or 1-800-323-7608  
 Enter access code: 00517

STATEMENT OF CHARGES - NOT VALID FOR RENTAL



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

8/8/2016

Amount: \$411.03

Vendor Name: CFFA

Invoice No.: 1986

Invoice Date: 7/29/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project


Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

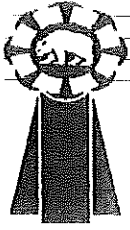
  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
BUSINESS  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1986  
 Invoice Date: 7/29/2016  
 Customer Code: 32nd  
 Project: 03216012  
 Heroes Hall Renovation - Construction

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Handling Fee per LOU 16-012 3% of Inv 1888	5.35
CFFA Handling Fee per LOU 16-012 3% of Inv 1917	30.61
CFFA Handling Fee per LOU 16-012 3% of Inv 1947	82.72
CFFA Handling Fee per LOU 16-012 3% of Inv 1976	145.66
CFFA Handling Fee per LOU 16-012 3% of Inv 1985	146.69
	<b>\$411.03</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$411.03  
 Sales Tax: 0.00  
 Invoice Total: \$411.03

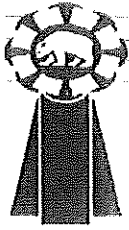
The total cost, for the Heroes Hall Renovation Construction Project is estimated to be \$3,850,738.72. This cost includes a 10% construction contingency, estimated supplemental & reimbursable costs, and CFFA management/administration fees. CFFA project management/administration fees, are based on the project scope, size and complexity. The fees schedule below identifies the fee will be six percent (6%) of the contractors construction cost for the project. Additional project management/administration fees at the same rate will be incurred based upon the amount of the construction contingency funding that is utilized. Any professional services and reimbursable direct costs will be subject to a three percent (3%) handling fee of the actual amount expended. The management/administration fee is comprised of project management/oversight (on and off site), contractor coordination & meetings, schedule coordination, project administration (i.e. accounting, record keeping, certified payroll, DIR compliance, etc.), document preparation (i.e. public records requests, reimbursable, etc.), and architect/contractor interface (i.e. Submittals and RFI coordination). Project inspections are based upon project scope and schedule, estimated inspections/job site visits, and complexity of the work. A cost breakdown is presented below.

**Orange County Fair & Event Center/32th DAA**  
**Heroes Hall Renovation**  
**Cost Breakdown**

<b>PROJECT CONSTRUCTION COSTS</b>		
Contractors Cost: Base Bid	\$ 3,184,772.00	
Contractors Cost: Add. Alternate No. 1	\$ 11,626.00	
	Construction Sub-Total	\$ 3,226,398.00
*CONSTRUCTION CONTINGENCY (10%)	\$ 322,639.80	\$ 322,639.80
<b>*SUPPLEMENTAL COSTS (Estimates)</b>		
**Architect Construction Services	\$ 25,000.00	
**Special/Contracted Inspections	\$ 30,000.00	
	Professional Services Sub-Total	\$ 55,000.00
<b>*REIMBURSABLES (Estimates)</b>		
**Travel & Associated Costs	\$ 48,133.00	
Reproduction Services	\$ 875.00	
Misc.	\$ 960.00	
	Reimbursable Sub-Total	\$ 49,968.00
<b>MANAGEMENT/ADMINISTRATION FEES</b>		
Construction Project Administration Fee (6%)	\$ 193,583.88	
Other Direct Costs Handling Fee (3%)	\$ 3,149.04	\$ 196,732.92
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 3,850,738.72</b>

\*All actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Administration or Handling fees, as applicable.

\*\*Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DISBURS  
CONSTRUCTION

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**

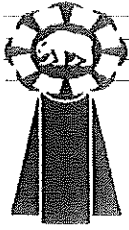
Description	Amount
Prj 03216012 - Heroes Hall Renovation Construction - 03/2016	178.41
	<b>\$178.41</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$178.41  
Sales Tax: 0.00  
Invoice Total: \$178.41  
Balance: \$0.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1917  
 Invoice Date: 4/30/2016  
 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 - 04/2016	1,020.35
	<b>\$1,020.35</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$1,020.35  
 Sales Tax: 0.00  
 Invoice Total: \$1,020.35  
 Balance: \$0.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DIVISION  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1947  
 Invoice Date: 5/31/2016  
 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 - 05/2016	2,757.55
	<b>\$2,757.55</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: **MLee@cfsa.org**

Net Invoice: \$2,757.55  
 Sales Tax: 0.00  
 Invoice Total: \$2,757.55  
 Balance: \$0.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1775 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCED BY  
DESIGNATED BY  
CUSTOMER CODE

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1976  
 Invoice Date: 6/30/2016  
 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 - 06/2016	4,855.26
	<b>\$4,855.26</b>

*Thank you for your business!*  
 Terms: **Due Upon Receipt**  
 Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$4,855.26  
 Sales Tax: 0.00  
 Invoice Total: \$4,855.26  
 Balance: \$0.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6109  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1985  
 Invoice Date: 7/29/2016  
 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 - 07/2016	4,889.50
	<b>\$4,889.50</b>

*Thank you for your business!*

Terms: **Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$4,889.50  
 Sales Tax: 0.00  
 Invoice Total: \$4,889.50



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

8/16/2016

Amount: \$60.15

Vendor Name: CFFA

Invoice No.: 1987

Invoice Date: 7/29/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6110

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1987  
 Invoice Date: 7/29/2016  
 Customer Code: 32nd  
 Project: 03216012  
 Heroes Hall Renovation - Construction

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Handling Fee per LOU 16-012 3% of Willdan Inv #022-11414	60.15
	<b>\$60.15</b>

*Thank you for your business!*

**Terms: Due Upon Receipt**

Questions: [MLee@cfsa.org](mailto:MLee@cfsa.org)

Net Invoice: \$60.15  
 Sales Tax: 0.00  
 Invoice Total: \$60.15

CALIFORNIA FAIR FINANCING AUTHORITY  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

Invoice # : 022-11414  
Invoice Date : 7/29/2016  
Project ID : 106122

ATTN: DAVID FREESE, PROJECT MANAGER

Client Ref# : 3216012

Project Name: OC FAIR HEROS HALL RENOVATION

For Professional Services Rendered through 7/01/16

Geotechnical and Special Inspection/Testing Services, Heros Hall Renovation, OC Fair, Costa Mesa, CA

Current Billing Amount            \$2,005.00

Amount Due This Invoice        \$2,005.00

*ok to pay  
8.9.14  
BZ  
OK TO PAY  
BZ 8-11-15*

Remit To: Willdan Geotechnical  
2401 E Katella Ave Suite 300  
Anaheim, CA 92806  
Questions? Please call Billing at (714) 940 6300



# INVOICE

CALIFORNIA FAIR FINANCING AUTHORITY  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

Invoice # : 022-11414  
Invoice Date : 7/29/2016  
Project ID : 106122

ATTN: DAVID FREESE, PROJECT MANAGER

Client Ref# : 3216012

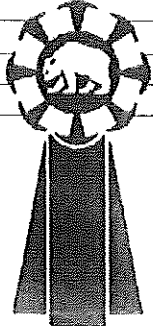
Project Name: OC FAIR HEROS HALL RENOVATION

For Professional Services Rendered through 7/01/16

**PHASE : 3000 -- OC FAIR HEROS HALL RENOVATION**

<u>Class Name</u>	<u>Hours/Units</u>	<u>Rate</u>	<u>Amount</u>
PRINCIPAL ENGINEER	2.00	\$200.00	\$400.00
MATERIAL TESTING OPERATIONS MANAGER	1.00	\$110.00	\$110.00
SOILS TECHNICIAN	8.00	\$95.00	\$760.00
REPORTS - TEST RESULTS	2.00	\$10.00	\$20.00
FIELD VEHICLE USAGE	8.00	\$5.00	\$40.00
FIELD NUCLEAR GAUGE USAGE	1.00	\$50.00	\$50.00
PICK UP & DELIVERY	1.00	\$45.00	\$45.00
CONCRETE CYLINDERS(6"X12") COMPRESSION	10.00	\$20.00	\$200.00
INSPECTION CONCRETE PW	4.00	\$95.00	\$380.00
			<u>\$2,005.00</u>

**TOTAL PROJECT: \$2,005.00**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

8/1/2016

Amount: \$422,917.20

Vendor Name: JRH Construction Company, Inc.

Invoice No.: App No. 5

Invoice Date: 7/28/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*Buyer*  
Project Manager

*Buyer*  
Construction Manager

*Chris Fisher*  
Accounting Administrator

*B. Bailey*  
Managing Officer or Designee

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:  
California Fairs Finance Authority  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815

PROJECT: Heroes' Hall Renovation  
OC Fair and Event Center

APPLICATION NO: 5

Distribution to:  
 OWNER  
 ARCHITECT  
 RESIDENT INSPECTOR

PERIOD TO: 7/31/2016

FROM CONTRACTOR:  
JRHH Construction Company, Inc.  
17795 Sky Park Circle, Suite J  
Irvine, CA 92614

VIA ARCHITECT: ATI Architects & Eng  
3050 Pullman St  
Costa Mesa, CA 92626

PROJECT NO: 032-16-003

CONTRACT DATE: March 1st 2016

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,226,398.00
2. Net change by Change Orders	\$	30,941.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,257,339.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on SCHEDULE)	\$	1,722,927.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on SCHEDULE)	\$	86,146.35
b. 5 % of Stored Material (Column F on SCHEDULE)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of SCHEDULE)	\$	86,146.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,636,780.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,213,863.45
8. CURRENT PAYMENT DUE	\$	422,917.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,620,558.35

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JRHH Construction Company, Inc.  
By: [Signature] Date: 7-28-16

John R. Hundley, Jr., President  
State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_  
Construction Manager

By: [Signature] Date: 8-1-16  
OWNER: Bryan Eubanks, CFSA

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 422,917.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 7/24/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 7-25-16

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$30,941.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$30,941.00	\$0.00
NET CHANGES by Change Order	\$30,941.00	

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF Orange )

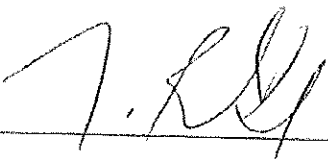
On July 27, 2016 before me, Tiffany C. Banks Notary  
Public, (here insert name and title of the officer)  
Date

personally appeared John R. Hundley, Jr., President

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)  
OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

JRH Construction Company, Inc.  
1185 Warner Ave  
Tustin, CA 92780

Heroes' Hall Renovation  
OC Fair and Event Center

APPLICATION NUMBER: 5  
APPLICATION DATE: 7/31/2016  
PERIOD TO: 6/31/2016

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D TOTAL BILLED		F MATERIALS STORED			G TOTAL COMPLETED AND STORED TO DATE		H % T/D	I BALANCE TO FINISH (C-G)	J RETAINAGE 5%
			PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED	TOTAL COMPLETED AND STORED TO DATE	% T/D			
<b>Sitework Division 2</b>												
1	Site Demolition	\$38,290.00	\$38,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,290.00	100%	\$0.00	\$1,914.50	
2	SWPPPS Plan	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00	
3	SWPPS Implementation	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	\$375.00	
4	Survey	\$15,000.00	\$11,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$750.00	
5	Hazmat	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,500.00	100%	\$0.00	\$925.00	
6	Selective Demolition	\$54,425.00	\$54,425.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,425.00	100%	\$0.00	\$2,721.25	
7	Rough Grading	\$23,500.00	\$23,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,500.00	100%	\$0.00	\$1,175.00	
8	Backfill Bldg and Walls	\$12,500.00	\$0.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	\$625.00	
9	Fine Grading for Site Concrete	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$325.00	
10	Water Service	\$2,670.00	\$2,670.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,670.00	100%	\$0.00	\$133.50	
11	Fire Service	\$14,900.00	\$6,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,695.00	48%	\$7,305.00	\$334.75	
12	Sanitary Sewer	\$6,695.00	\$6,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,695.00	100%	\$0.00	\$334.75	
13	Gas Service	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	\$1,250.00	
14	Asphalt Patching	\$28,500.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00	91%	\$2,500.00	\$1,300.00	
15	Interlocking Pavers	\$58,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$58,750.00	\$0.00	
16	Tube Steel Fencing	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,800.00	\$0.00	
17	Irrigation	\$67,750.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	37%	\$42,750.00	\$1,250.00	
18	Landscape	\$53,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$53,750.00	\$0.00	
19	Tree Relocation	\$8,500.00	\$5,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,100.00	60%	\$3,400.00	\$255.00	
20	Tree Grates	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$70,000.00	\$0.00	
21	Grass Pave	\$37,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$37,500.00	\$0.00	
22	Building Relocation	\$62,500.00	\$62,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,500.00	100%	\$0.00	\$3,125.00	
<b>Sitework Division 2 Totals</b>		<b>\$624,130.00</b>	<b>\$302,875.00</b>	<b>\$41,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$344,375.00</b>	<b>55%</b>	<b>\$279,755.00</b>	<b>\$17,218.75</b>	
<b>Site Concrete Division 2</b>												
23	Interlocking Paver Concrete Slab	\$35,800.00	\$35,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,800.00	100%	\$0.00	\$1,790.00	
24	Steps, Curbs and Wall South Side	\$23,450.00	\$0.00	\$19,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	77%	\$5,450.00	\$900.00	
25	Steps, Curbs and Wall North Side	\$33,540.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	30%	\$23,540.00	\$500.00	
26	Exterior Steps and Landings	\$6,500.00	\$0.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00	
27	Slabs Under Monuments	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	100%	\$0.00	\$900.00	
28	Concrete @ Mech Platform	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,500.00	\$0.00	
29	Colored Concrete	\$18,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,500.00	\$0.00	
30	Mow Curbs	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,900.00	\$0.00	
31	Flags Pole Bases	\$8,500.00	\$0.00	\$6,350.00	\$0.00	\$0.00	\$0.00	\$6,350.00	75%	\$2,150.00	\$317.50	
32	Electrical Pad	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00	
<b>Site Concrete Division 2 Totals</b>		<b>\$165,690.00</b>	<b>\$53,800.00</b>	<b>\$47,850.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$101,650.00</b>	<b>61%</b>	<b>\$64,040.00</b>	<b>\$5,082.50</b>	
<b>Precast Monuments Division 2</b>												
33	Walk of Honor Sign (2)	\$21,876.00	\$0.00	\$21,876.00	\$0.00	\$0.00	\$0.00	\$21,876.00	100%	\$0.00	\$1,093.80	
34	Medal of Honor Plaque Monuments (14)	\$102,088.00	\$0.00	\$102,088.00	\$0.00	\$0.00	\$0.00	\$102,088.00	100%	\$0.00	\$5,104.40	
35	Distinguished Service Plaque Monuments (21)	\$153,132.00	\$0.00	\$153,132.00	\$0.00	\$0.00	\$0.00	\$153,132.00	100%	\$0.00	\$7,656.60	
36	Metal of Honor Precast Hardscape	\$109,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$109,380.00	\$0.00	
37	5 War Memorial	\$36,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$36,460.00	\$0.00	
<b>Precast Monuments Division 2 Totals</b>		<b>\$422,936.00</b>	<b>\$0.00</b>	<b>\$277,096.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$277,096.00</b>	<b>66%</b>	<b>\$145,840.00</b>	<b>\$13,854.80</b>	
<b>Concrete Division 3</b>												
38	Drilled Piers	\$68,500.00	\$68,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,500.00	100%	\$0.00	\$3,425.00	
39	Reinforcing Steel For Drilled Piers	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,500.00	100%	\$0.00	\$1,125.00	
40	Grade Beams Partial	\$38,520.00	\$38,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,520.00	100%	\$0.00	\$1,926.00	
41	Grade Beams Complete	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00	
42	Reinforcing Steel for Grade Beams	\$12,580.00	\$12,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,580.00	100%	\$0.00	\$629.00	
43	Addition Concrete Wall	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$1,750.00	

ITEM NO.	DESCRIPTION OF WORK	C	D		E	F		G		H	I
			SCHEDULED VALUE	PREVIOUS APPLICATIONS		TOTAL BILLED THIS PERIOD	PRIOR STOCKED	CURRENT STOCKED	TOTAL STOCKED		
44	Addition Concrete Slab	\$15,400.00	\$15,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,400.00	100%	\$0.00	\$770.00
45	Reinforcing Steel for Addition	\$5,400.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400.00	100%	\$0.00	\$270.00
	Concrete Division 3 Totals	\$206,400.00	\$206,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$206,400.00	100%	\$0.00	\$10,320.00
	Metals Division 5										
46	Misc. Steel @ Buildinf Foundation	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$225.00
47	Mechanical Platform	\$25,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$25,680.00	\$0.00
	Metals Division 5 Totals	\$32,180.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	20%	\$25,680.00	\$325.00
	Wood and Plastic Division 6										
48	Rough Carpentry Building Foundation	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,000.00	100%	\$0.00	\$1,550.00
49	Rough Carpentry 1st Floor Framing	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$775.00
50	Rough Carpentry Addition Framing	\$25,400.00	\$25,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,400.00	100%	\$0.00	\$1,270.00
51	Rough Carpentry 1st Floor Wall Framing	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00
52	Rough Carpentry 2nd Floor Wall Framing	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$425.00
53	Rough Carpentry 1st Floor Ceiling Reinforcement	\$9,620.00	\$9,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,620.00	100%	\$0.00	\$491.00
54	Rough Carpentry Interior Wall Sheeting	\$15,000.00	\$8,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
55	Rough Carpentry Exterior Sheeting and Vapor Barrier	\$19,000.00	\$9,500.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$19,000.00	100%	\$0.00	\$975.00
56	Rough Carpentry Roof Sheeting	\$12,500.00	\$0.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$13,000.00	100%	\$0.00	\$650.00
57	Rough Carpentry Exterior Siding	\$12,500.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	40%	\$7,500.00	\$250.00
58	Casework	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,500.00	\$0.00
	Wood and Plastic Division 6 Totals	\$168,220.00	\$118,720.00	\$34,500.00	\$0.00	\$0.00	\$0.00	\$151,220.00	91%	\$17,000.00	\$7,561.00
	Thermal and Moisture Protection Division 7										
59	Crawl Space Insulation	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$400.00
60	1st Floor Ceiling Insulation	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
61	1st Floor Wall Insulation	\$3,480.00	\$0.00	\$3,480.00	\$0.00	\$0.00	\$0.00	\$3,480.00	100%	\$0.00	\$174.50
62	2nd Floor Ceiling Insulation	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,000.00	\$0.00
63	2nd Floor Wall Insulation	\$3,480.00	\$0.00	\$3,480.00	\$0.00	\$0.00	\$0.00	\$3,480.00	100%	\$0.00	\$174.50
64	Misc. Sheet Metal	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
65	Deliver Metal Roof Material	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,000.00	\$0.00
66	Install Metal Roof	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$29,000.00	\$0.00
67	Lowvrs	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
	Thermal and Moisture Protection Division 7 Totals	\$81,480.00	\$8,000.00	\$6,960.00	\$0.00	\$0.00	\$0.00	\$14,960.00	18%	\$66,520.00	\$749.00
	Doors and Windows Division 8										
69	Deliver Hollow Metal Frames	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	100%	\$0.00	\$60.00
70	Deliver Hollow Metal Doors	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$150.00
71	Deliver Wood Door Frames	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
72	Deliver Wood Doors	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$150.00
73	Deliver Finish Hardware	\$18,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,500.00	\$0.00
74	Install Hollow Metal Frames	\$850.00	\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850.00	100%	\$0.00	\$42.50
75	Install Wood Frames	\$1,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,550.00	\$0.00
76	Install Hollow Metal Doors	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,300.00	\$0.00
77	Install Wood Frames	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,300.00	\$0.00
78	Aluminum Storefront	\$27,878.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$27,878.00	\$0.00
79	Deliver Aluminum Windows	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,000.00	\$0.00
80	Install Aluminum Windows	\$10,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,200.00	\$0.00
	Doors and Windows Division 8 Totals	\$91,778.00	\$10,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,050.00	11%	\$81,728.00	\$502.50
	Finishes Division 9										
81	Drywall 1st Floor Walls and Columns	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,500.00	\$0.00
82	Drywall Elevator Shaft	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,500.00	\$0.00
83	Drywall 1st Floor Ceilings and Beams	\$11,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,500.00	\$0.00
84	Drywall 2nd Floor Walls and Columns	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,500.00	\$0.00
85	Drywall 2nd Floor Ceilings	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,500.00	\$0.00
86	Backer Board @ Ceramic Tile	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
87	1st Floor Resilient Flooring	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
88	2nd Floor Resilient Flooring	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D TOTAL BILLED		F MATERIALS STORED			G TOTAL COMPLETED AND STORED TO DATE	H % TD	I BALANCE TO FINISH (C-G)	J RETAINAGE 5%
			PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED				
89	1st Floor Polyurethane Floor Finish	\$12,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,600.00	\$0.00
90	2nd Floor Polyurethane Floor Finish	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
91	1st Floor Ceramic tile	\$8,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,400.00	\$0.00
92	1st Floor Painting	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
93	2nd Floor Painting	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
94	Exterior Painting	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
	<b>Finishes Division 9 Totals</b>	<b>\$113,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$113,400.00</b>	<b>\$0.00</b>
	<b>Building Specialties Division 10</b>										
95	Signage	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,200.00	\$0.00
96	Fire Extinguishers and Cabinets	\$755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$755.00	\$0.00
97	Toilet Partitions	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	\$0.00
98	Toilet Accessories	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	\$0.00
99	Deliver Flag Poles	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$775.00
100	Install Flag Poles	\$8,500.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	63%	\$2,500.00	\$300.00
	<b>Building Specialties Division 10 Totals</b>	<b>\$97,455.00</b>	<b>\$15,500.00</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21,500.00</b>	<b>57%</b>	<b>\$15,955.00</b>	<b>\$1,075.00</b>
	<b>Special Construction Division 13</b>										
101	Fire Protection Design Drawings	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$325.00
102	Install Fire Protection System	\$33,500.00	\$20,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$28,000.00	76%	\$7,500.00	\$1,300.00
	<b>Special Construction Division 13 Totals</b>	<b>\$40,000.00</b>	<b>\$26,500.00</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$32,500.00</b>	<b>81%</b>	<b>\$7,500.00</b>	<b>\$1,625.00</b>
	<b>Elevator Division 14</b>										
103	Limited Use Elevator	\$86,737.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$66,737.00	\$0.00
	<b>Elevator Division 14 Totals</b>	<b>\$86,737.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$66,737.00</b>	<b>\$0.00</b>
	<b>Mechanical Division 15</b>										
104	Plumbing Rough Building Waste and Vents	\$7,275.00	\$7,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,275.00	100%	\$0.00	\$363.75
105	Plumbing Water Building	\$8,630.00	\$8,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,630.00	100%	\$0.00	\$431.50
106	Plumbing Gas Building	\$3,720.00	\$3,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,720.00	100%	\$0.00	\$186.00
107	Plumbing Condensation and Steam Drain Lines	\$5,495.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,495.00	\$0.00
108	Plumbing Fixtures	\$10,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,379.00	\$0.00
109	Plumbing Set Finish Building	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	\$0.00
110	HVAC Ductwork 1st Floor	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$1,750.00
111	HVAC Ductwork 2nd Floor	\$18,500.00	\$18,000.00	\$500.00	\$0.00	\$0.00	\$0.00	\$18,500.00	100%	\$0.00	\$925.00
113	HVAC Equipment	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$48,000.00	\$0.00
114	Set HVAC Equipment	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
115	HVAC Humidifier System	\$37,603.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$37,603.00	\$0.00
116	HVAC Install Humidifier System	\$18,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,500.00	\$0.00
117	1st Floor Grills and Registers	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
118	2nd Floor Grills and Registers	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
119	HVAC Controls	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
120	HVAC Start-Up and Test	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
121	HVAC Air Balance	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
	<b>Mechanical Division 15 Totals</b>	<b>\$225,102.00</b>	<b>\$72,625.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$73,125.00</b>	<b>32%</b>	<b>\$151,977.00</b>	<b>\$3,656.25</b>
	<b>Electrical Division 16</b>										
123	Electrical Service Material	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	\$2,250.00
124	Electrical Service Labor	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	\$1,250.00
125	Electrical Service Trench and Backfill	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
126	Electrical Rough Site	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
127	Electrical Building Rough	\$40,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	75%	\$10,000.00	\$1,500.00
128	Electrical Lighting Materials Site	\$55,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	45%	\$30,000.00	\$1,250.00
129	Electrical Lighting Materials Building	\$129,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$129,000.00	\$0.00
130	Electrical Lighting Labor Site	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,000.00	\$0.00
131	Electrical Lighting Labor Building	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
132	Electrical Switchgear Material	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$2,500.00
133	Electrical Switchgear Labor	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	\$0.00
134	Electrical Cable and Wire Underground	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$1,750.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	TOTAL BILLED		MATERIALS STORED			G		BALANCE TO FINISH (C-G)	RETAINAGE 5%
			PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED	TOTAL COMPLETED AND STORED TO DATE	% T/D		
135	Electrical Cable and Wire Site	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
136	Electrical Cable and Wire Building	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	\$0.00
137	Electrical Finish Building	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$35,000.00	\$0.00
138	Fire Alarm Cabling	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
139	Fire Alarm Panel	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	\$0.00
140	Fire Alarm Devices	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
141	Fire Alarm Test	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
	<b>Electrical Division 16 Totals</b>	<b>\$526,500.00</b>	<b>\$240,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$240,000.00</b>	<b>46%</b>	<b>\$286,500.00</b>	<b>\$12,000.00</b>
	<b>General Conditions</b>										
142	Submittals	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
143	Mobilization	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	\$625.00
144	Closeout	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,500.00	\$0.00
145	Performance and Payment Bonds	\$33,390.00	\$33,390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,390.00	100%	\$0.00	\$1,669.50
146	Insurance	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	100%	\$0.00	\$900.00
147	Supervision	\$104,000.00	\$35,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	53%	\$49,000.00	\$2,750.00
148	Field Overhead	\$26,000.00	\$8,950.00	\$4,750.00	\$0.00	\$0.00	\$0.00	\$13,700.00	53%	\$12,300.00	\$685.00
149	Profit	\$190,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00	34%	\$125,000.00	\$3,250.00
	<b>General Conditions Totals</b>	<b>\$406,300.00</b>	<b>\$187,840.00</b>	<b>\$24,750.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$212,500.00</b>	<b>52.3%</b>	<b>\$193,800.00</b>	<b>\$10,629.50</b>
	<b>Approved Change Orders</b>										
	Change Order # 1 Asbestos Abatement	\$30,941.00	\$30,941.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,941.00	100.0%	\$0.00	\$1,547.05
	<b>Approved Change Orders Totals</b>	<b>\$30,941.00</b>	<b>\$30,941.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30,941.00</b>	<b>100.0%</b>	<b>\$0.00</b>	<b>\$1,547.05</b>
	<b>TOTALS</b>	<b>\$3,257,939.00</b>	<b>\$1,277,751.00</b>	<b>\$445,176.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,722,927.00</b>	<b>53%</b>	<b>\$1,534,412.00</b>	<b>\$86,146.35</b>



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

## Payment Authorization

8/9/2016

Amount: \$2,005.00

Vendor Name: WILLDAN

Invoice No.: 022-11414

Invoice Date: 7/29/2016

Project No.: 03216012

Project Name: Construction of Heroes Hall Renovation Project


Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

CALIFORNIA FAIR FINANCING AUTHORITY  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

Invoice # : 022-11414  
Invoice Date : 7/29/2016  
Project ID : 106122

ATTN: DAVID FREESE, PROJECT MANAGER

Client Ref# : 3216012

Project Name: OC FAIR HEROS HALL RENOVATION

For Professional Services Rendered through 7/01/16

Geotechnical and Special Inspection/Testing Services, Heros Hall Renovation, OC Fair, Costa Mesa, CA

Current Billing Amount \$2,005.00

Amount Due This Invoice \$2,005.00

*ok to pay  
8.9.14  
OK TO PAY  
8-11-15*

**Remit To: Willdan Geotechnical**  
2401 E Katella Ave Suite 300  
Anaheim, CA 92806  
Questions? Please call Billing at (714) 940 6300

CALIFORNIA FAIR FINANCING AUTHORITY  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

Invoice # : 022-11414  
Invoice Date : 7/29/2016  
Project ID : 106122

ATTN: DAVID FREESE, PROJECT MANAGER

Client Ref# : 3216012

Project Name: OC FAIR HEROS HALL RENOVATION

For Professional Services Rendered through 7/01/16

**PHASE : 3000 -- OC FAIR HEROS HALL RENOVATION**

<u>Class Name</u>	<u>Hours/Units</u>	<u>Rate</u>	<u>Amount</u>
PRINCIPAL ENGINEER	2.00	\$200.00	\$400.00
MATERIAL TESTING OPERATIONS MANAGER	1.00	\$110.00	\$110.00
SOILS TECHNICIAN	8.00	\$95.00	\$760.00
REPORTS - TEST RESULTS	2.00	\$10.00	\$20.00
FIELD VEHICLE USAGE	8.00	\$5.00	\$40.00
FIELD NUCLEAR GAUGE USAGE	1.00	\$50.00	\$50.00
PICK UP & DELIVERY	1.00	\$45.00	\$45.00
CONCRETE CYLINDERS(6"X12") COMPRESSION	10.00	\$20.00	\$200.00
INSPECTION CONCRETE PW	4.00	\$95.00	\$380.00
			<u>\$2,005.00</u>

**TOTAL PROJECT: \$2,005.00**

**OC FAIR & EVENT CENTER  
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS  
As of September 31, 2016**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03215033	08/28/15	Pac Amp Fall Protection - Solicitation of Bids	CFFA	\$7,050.00
California Fair Financing Authority	03215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	\$190,900.00
California Fair Financing Authority	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
California Fair Financing Authority	03215051	12/01/15	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$13,750.00
California Fair Financing Authority	03215058	12/18/15	Action Sports Arena Painting Project	CFFA	\$175,176.00
California Fair Financing Authority	03215059	12/18/15	Action Sports Arena Roofing Project	CFFA	\$540,060.00
California Fair Financing Authority	03216012	02/24/16	Hero's Hall Renovation Project	CFFA	\$3,850,738.72
California Fair Financing Authority	03216001	03/11/16	Livestock Judging Arena Project Bid Solicitation	CFFA	\$6,050.00
California Fair Financing Authority	03216037	04/29/16	Multi Parking Lot Paving Construction Project	CFFA	\$740,628.60
California Fair Financing Authority	03216019	06/17/16	Livestock Judging Arena Roofing Project	CFFA	\$79,133.00
California Fair Financing Authority	03216024	06/17/16	Multi Parking Lot Paving Construction Project: Bid Solicitation	CFFA	\$6,122.95
<b>New</b>					
<b>Revision/Amendment</b>					
California Fair Financing Authority	03215059	05/12/16	Action Sports Arena Roofing Project	CFFA	\$24,356.82
California Fair Financing Authority	03215051	06/17/16	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$4,100.00
California Fair Financing Authority	03215048	06/17/16	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$1,575.00

# **New Joint Powers Authority Agreements**

**September 2016**

# **Joint Powers Authority**

**No Invoices Paid September 2016**



**OC FAIR & EVENT CENTER  
COMMERCIAL RENTAL AGREEMENTS FOR BOARD APPROVAL  
OCTOBER 2016**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
16010	Aura Systems	Home Ductless Mini Split Heating and Cooling Systems-Lead Generating Only	Parade of Products	7/01/2016-8/16/2016	10' x 15'	\$4,350.00
16094	Dedicated Sound and Audio	Sound Art: Art on Canvas with Blue Tooth Speakers	Festival of Products	7/01/2016-8/16/2016	20' x 10'	\$7,400.00
16095	Capay Inc. dba Farm Fresh to You	Home Delivery of Organically Grown Fruits and Vegetables	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16160	Timbo's/Mac	LED Shoes	Festival of Products	7/01/2016-8/16/2016	20' x 10'	\$7,400.00
16194	SoCal Contractors & Remodeling, Inc.	LifeRoom Outdoor Living Spaces	Parade of Products	7/01/2016-8/16/2016	20' x 15'	\$8,700.00
16199	Staffent USA Ltd. dba Stafford Enterprises-Waist Trimmer	Waist Trimmer	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16228	3D Art Crystals and Trinkets dba SK Treasure-Cups	Cups and Mugs: Ceramic,Sports, Travel	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16248	Joseph Clarence Insurance Services, Inc.	Insurance Services:Health, Dental Vision, Life, Medicare Supplement Products	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16249	CB Goods-Backscrubber	Backscrubber; Cordless Light Switch	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16250	Inka Arts	Personalized and Engraved Jewelry	Parade of Products	7/01/2016-8/16/2016	10' x 15'	\$4,350.00
16251	KLMK, LLC dba Infinitree Travel Network	Travel Services - Lead Generating Only	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16252	Capay Inc. dba Farm Fresh to You	Home Delivery of Organically Grown Fruits and Vegetables	Country Lane	7/01/2016-8/16/2016	10' x 10'	\$2,900.00
16253	Made With Love Kids	Handmade Baby Items: Blankets with Characters, Shirts, Tutus Onesies; Baby and Little Girl Clothing: Rompers, Dresses, Princess and Ballerina Dresses, Bathing Suits, Tutus; Baby and Little Girl Accessories: Hair Bows, Headbands, Tiaras and Crowns, Purses, Backpacks, Bracelets, Fairy Wings.	Parade of Products	7/01/2016-8/16/2016	20' x 15'	\$8,700.00
16254	Ghost Scream Hot Sauce	Ghost Scream: Hot Sauce, Chili Garlic Paste, Chili Garlic Jam, Vindaloo Curry Hot Sauce, Hats, T-shirts	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16255	Pibe Sports	Rock & Roll:T-shirts, Hoodies, Pins, Patches, Belts, Wallets, Suspenders, Bow Ties, Charms, Necklaces, Bracelets; Soccer: Jerseys, Hoodies, Jackets, Scarves, Balls, Wrestling Masks, Keychains, Necklaces, Bracelets.	Carnival of Products	7/01/2016-8/16/2016	20' x 8'	\$6,500.00
16256	West Coast Innovations International LLC-Pictures	3D Pictures	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16257	West Coast Innovations International LLC-Candles	Candlelitez: Buddylitez	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16258	Key Pro	Emoji: Pillows, Slippers, Keychains, T-shirts.	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16259	Clean Energy Solutions of California LLC	Solar Energy - Lead Generating Only	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16260	Mark Enterprises, Inc.	Patio Umbrellas	Festival of Products	7/01/2016-8/16/2016	20' x 10'	\$7,400.00
16261	Timbo's/Mac-Shoe Cleaner	Shoe Cleaner Demonstrations; Shoe Cleaner Kits	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00

16262	Timbo's/Mac-Glass Cleaner	Anti-Fog Glass Cleaner	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16263	Timbo's/Mac-Cushion	Orthopedic Comfort Foam Seat Cushion	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16264	Moulton's-Scentsy	Wickless Candles, Scents	Parade of Products	7/01/2016-8/16/2016	10' x 15'	\$4,350.00
16265	Moulton's-Watches	Noble Timepieces	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16266	Gift Zone, The	Hats	Midway Avenue	7/01/2016-8/16/2016	10' x 10'	\$2,783.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16010**  
DATE **June 25, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Aura Systems** (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: **POP #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>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Inline	\$4,350.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$4,350.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$4,350.00</u>

### **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.

**Aura Systems**  
**3803 Wacker Drive**  
**Mira Loma, CA 91752**

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

By \_\_\_\_\_  
**Title: Marc Jones**

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.**

**Aura Systems**

Location/Space: Parade of Products #3

Agreement No: **16010**

Date: June 25, 2016

Aura Home Ductless Mini Split Heating and Cooling Systems

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16094**  
DATE **June 25, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Dedicated Sound and Audio** (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: **FP #119, #120**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20' x 10'	Inline	\$7,400.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$7,400.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$7,400.00</u>

### **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.

**Dedicated Sound and Audio**  
**26784 Vista Terrace**  
**Lake Forest, CA 92630**

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

By \_\_\_\_\_  
Title: **Steve Ventre**

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.**

**Dedicated Sound and Audio**

Location/Space: Festival of Products #119, #120

Agreement No: **16094**

Date: June 25, 2016

Sound Art:

Art on Canvas with Blue Tooth Speakers



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16095  
DATE June 25, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Capay Inc. dba Farm Fresh to You (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: **FP #215**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**Capay Inc. dba Farm Fresh to You**  
3880 Seaport Boulevard  
West Sacramento, CA 95691

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

By \_\_\_\_\_  
Title: **Rudolph Gonzalez**

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.**

**Capay Inc. dba Farm Fresh to You**

Location/Space: Festival of Products #215

Agreement No: **16095**

Date: June 25, 2016

Home Delivery of Organically Grown Fruits and Vegetables

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16160  
DATE June 25, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Timbo's/Mac-LED Shoes** (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: **FP #404, #405**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20' x 10'	Inline	\$7,400.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$7,400.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,400.00

### **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.

**Timbo's/Mac**  
13389 East 50th Street  
Yuma, AZ 85367

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

By \_\_\_\_\_  
Title: **Michael Coffee**

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.**

**Timbo's/Mac-LED Shoes**

Location/Space: Festival of Products #404, #405

Agreement No: **16160**

Date: June 25, 2016

LED Shoes

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16194  
DATE June 25, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and SoCal Contractors & Remodeling, 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: **7/01/2016-8/16/2016** 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: **POP #22, #23**
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>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	20' x 15'	Inline	\$8,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$8,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$8,700.00</u>

### **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.

**SoCal Contractors & Remodeling, Inc.**  
1010 N. Batavia Street, Suite B  
Orange, CA 92867

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

By \_\_\_\_\_  
Title: John Cerda

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.**



**SoCal Contractors & Remodeling, Inc.**

Location/Space: Parade of Products #22, #23

Agreement No: **16194**

Date: June 25, 2016

LifeRoom Outdoor Living Spaces

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16199**  
DATE **July 16, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Staffent USA Ltd. dba Stafford Enterprises-Waist Trimmer** (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: **CP #410**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement Due:	7/15/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		<b>PAID IN FULL</b> Total: <u>\$3,250.00</u>

**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.

**Staffent USA Ltd dba Stafford Enterprises**  
**11450 US Highway 380, Suite130-290**  
**Cross Roads, TX 76227**

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

By \_\_\_\_\_  
**Title: Shannon Stafford**

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.**

**Staffent USA Ltd. dba Stafford Enterprises-Waist Trimmer**

Location/Space: Carnival of Products #410

Agreement No: **16199**

Date: July 16, 2016

Waist Trimmer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16228  
DATE July 4, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**3D Art Crystals and Trinkets dba SK Treasure-Cups** (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: **FP #614**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>Signed Rental Agreement, Certificate of Insurance and Payment Due:</b>	7/11/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**3D Art Crystals and Trinkets dba SK Treasure**  
270 S. Burton Avenue  
San Gabriel, CA 91776

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

By \_\_\_\_\_  
Title: **Sam Ho**

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.**

**3D Art Crystals and Trinkets dba SK Treasure**

Location/Space: Festival of Products #614

Agreement No: **16228**

Date: July 4, 2016

**Cups and Mugs:**

Ceramic

Sports

Travel

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16248  
DATE June 25, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Joseph Clarence Insurance Services, 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: **7/01/2016-8/16/2016** 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: **CP #409**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,250.00

### **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.

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.

**Joseph Clarence Insurance Services, Inc.**  
2201 DuPont Drive, Suite #350  
Irvine, CA 92612

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

By \_\_\_\_\_  
Title: **Joseph Maioriello**

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.**

**Joseph Clarence Insurance Services, Inc.**

Location/Space: Carnival of Products #409

Agreement No: **16248**

Date: June 25, 2016

**Insurance Services:**

Health

Dental

Vision

Life

Medicare Supplement Products

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16249  
DATE June 27, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**CB Goods -Backscrubber** (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: **FP #308**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due	7/8/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**CB Goods**  
**47340 Jefferson Street, #16**  
**Indio, CA 92201**

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

By \_\_\_\_\_  
**Title: Curt Barnes**

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.**

**CB Goods -Backscrubber**

Location/Space: Festival of Products #308

Agreement No: **16249**

Date: July 22, 2016

**Revised July 22, 2016**

Backscrubber

Blackout Light-Switch Cordless Light

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16250**  
DATE **July 4, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Inka Arts** (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: **POP #34**
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>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Inline	\$4,350.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>Signed Rental Agreement, Certificate of Insurance and Payment Due:</b>	7/11/2016	\$4,350.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$4,350.00</u>

### **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.

**Inka Arts**  
**9682 Chanticleer Road**  
**Anaheim, CA 92804**

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

By \_\_\_\_\_  
**Title: Carlos Rocca**

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.**

**Inka Arts**

Location/Space: Parade of Products #34

Agreement No: **16250**

Date: July 4, 2016

**Personalized with Name on:**

Beads

Keychains

Necklaces

Rice

**Engraved:**

Bracelets

Charms

Keychains

Necklaces

Rings



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16251  
DATE July 4, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**KLMK, LLC dba Infinitee Travel Network** (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: **CP #411**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>Signed Rental Agreement, Certificate of Insurance and Payment Due:</b>	7/11/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,250.00

### **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.

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.

**KLMK, LLC dba Infinitee Travel Network**  
1947 Camino Vida Roble, Suite 101  
Carlsbad, CA 92008

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

By \_\_\_\_\_  
Title: Ken Kelsey

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.**

**KLMK, LLC dba Infinitee Travel Network**

Location/Space: Carnival of Products #411

Agreement No: **16251**

Date: July 4, 2016

Travel Services

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16252  
DATE July 4, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Capay Inc. dba Farm Fresh to You (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: **CL #20**
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>	<u>Space Type</u>	<u>Charges</u>
Country Lane	10' x 10'	Inline	\$2,900.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>Signed Rental Agreement, Certificate of Insurance and Payment Due:</b>	7/11/2016	\$2,900.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,900.00

### **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.

**Capay Inc. dba Farm Fresh to You**  
3880 Seaport Boulevard  
West Sacramento, CA 95691

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

By \_\_\_\_\_  
Title: **Rudolph Gonzalez**

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.**

**Capay Inc. dba Farm Fresh to You**

Location/Space: Country Lane #20

Agreement No: **16252**

Date: July 4, 2016

Home Delivery of Organically Grown Fruits and Vegetables

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16253  
DATE July 4, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Made With Love Kids** (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: **POP #18, #19**
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>	<u>Space Type</u>	<u>Charges</u>
Parade of Products S.E.L.I.	20' x 15'	Inline	\$8,700.00 \$ 160.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>Signed Rental Agreement and Payment Due:</b>	7/11/2016	\$8,860.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,860.00

### **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.

**Made With Love Kids**  
22210 Loch Lomond Drive  
Canyon Lake, CA 92587

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

By \_\_\_\_\_  
Title: **Krystle Brede**

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.**



**Made With Love Kids**

Location/Space: Parade of Products #18, #19

Agreement No: **16253**

Date: July 4, 2016

**Handmade Baby Items:**

Blankets with Character Attached

Shirts

Tutus

Onesies

**Baby and Little Girl Clothing:**

Baby Rompers

Princess Dresses

Ballerina Dresses

Little Girl Summer Dresses

Little Girl Bathing Suits

Tutus

**Baby and Little Girl Accessories:**

Hair Bows

Headbands

Flowers for Hair

Tiaras and Crowns

Little Girl Purses

Little Girl Backpacks

Little Girl Dance Bags

Baby Bracelets

Fairy Wings

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16254  
DATE July 10, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Ghost Scream Hot Sauce** (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: **CP #209**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10'x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,250.00</u>

### **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.

**Ghost Scream Hot Sauce**  
244 1/2 Avenida Lobeiro, #4  
San Clemente, CA 92672

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

By \_\_\_\_\_  
Title: **Matthew Sisson**

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.**

**Ghost Scream Hot Sauce**

Location/Space: Carnival of Products #209

Agreement No: **16254**

Date: July 10, 2016

**Ghost Scream:**

Hot Sauce

Chili Garlic Paste

Chili Garlic Jam

Vindaloo Curry Hot Sauce

Hats

T-shirts

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16255  
DATE July 10, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Pibe Sports** (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: **CP #805, #806**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Inline	\$6,500.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$6,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,500.00

### **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.

**Pibe Sports**  
7242 Dinwiddle Street  
Downey, Ca 90241

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

By \_\_\_\_\_  
Title: **Edgar Cuyuch**

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.**

**Pibe Sports**

Location/Space: Carnival of Products #805

Agreement No: **16255**

Date: July 10, 2016

**Rock:**

T-shirts

Hoodies

Pins

Patches

Belts

Wallets

Suspenders

Bow Ties

Hair Bows

Charms

Necklaces

Bracelets

Carnival of Products #806

**Soccer:**

Jerseys

Hoodies

Jackets

Scarves

Balls

Wrestling Masks

Keychains

Necklaces

Bracelets

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16256**  
DATE **July 10, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **West Coast Innovations International LLC-Pictures** (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: **CP #810**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,250.00</u>

### **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.

**West Coast Innovations International LLC**  
**1470 Encinitas Boulevard, #210**  
**Encinitas, CA 92024**

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

By \_\_\_\_\_  
**Title: Brice Linglet**

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.
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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.**

**West Coast Innovations International LLC-Pictures**

Location/Space: Carnival of Products #810

Agreement No: **16256**

Date: July 10, 2016

3D Pictures

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16257  
DATE July 10, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**West Coast Innovations International LLC-Candles** (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: **FP #211**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**West Coast Innovations International LLC**  
**1470 Encinitas Boulevard, #210**  
**Encinitas, CA 92024**

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

By \_\_\_\_\_  
**Title: Brice Linglet**

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.**

**West Coast Innovations International LLC-Candles**

Location/Space: Festival of Products #211

Agreement No: **16257**

Date: July 15, 2016

**Revised July 15, 2016**

Candlelitez

Buddy Litez

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16258**  
DATE **July 10, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Key Pro** (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: **CP #816**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,250.00</u>

### **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.

**Key Pro**  
**3400 Avenue of the Arts, #E315**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_  
Title: **Onur Korpe**

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.**

**Key Pro**

Location/Space: Carnival of Products #816

Agreement No: **16258**

Date: July 10, 2016

**Emoji:**

Pillows

Slippers

Keychains

T-shirts



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16259**  
DATE **July 10, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Clean Energy Solutions of California LLC** (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: **FP #313**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**Clean Energy Solutions of California LLC**  
417 W. Allen Avenue, Suite #105  
San Dimas, CA 91773

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

By \_\_\_\_\_  
Title: **David Gomez**

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.**

**Clean Energy Solutions of California LLC**

Location/Space: Festival of Products #313

Agreement No: **16259**

Date: July 10, 2016

Solar Energy

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16260**  
DATE **July 10, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Mark Enterprises, Inc.-Umbrellas** (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: **FP #511, #512**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20' x 10'	Inline	\$7,400.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$7,400.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$7,400.00</u>

### **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.

**Mark Enterprises, Inc.**  
**12200 Marion Lane West, #5208**  
**Minnetonka, MN 55305**

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

By \_\_\_\_\_  
**Title: Mark Hyman**

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.**

**Mark Enterprises, Inc.-Umbrellas**

Location/Space: Festival of Products #511, #512

Agreement No: **16260**

Date: July 10, 2016

Patio Umbrellas

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16261**  
DATE **July 14, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's/Mac-Shoe Cleaner** (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: **FP #411**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/14/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**Timbo's/Mac**  
**13389 East 50th Street**  
**Yuma, AZ 85367**

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

By \_\_\_\_\_  
**Title: Michael Coffee**

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.**



**Timbo's/Mac-Shoe Cleaner**

Location/Space: Festival of Products #411

Agreement No: **16261**

Date: July 14, 2016

Shoe Cleaner Demonstrations

Shoe Cleaner Kits

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16262  
DATE July 10, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Timbo's/Mac-Glass Cleaner** (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: **FP #605**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**Timbo's/Mac**  
13389 East 50th Street  
Yuma, AZ 85367

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

By \_\_\_\_\_  
Title: **Michael Coffee**

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.**

**Timbo's/Mac-Glass Cleaner**

Location/Space: Festival of Products #605

Agreement No: **16262**

Date: July 10, 2016

Anti Fog Glass Cleaner

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16263  
DATE July 14, 2016

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Timbo's/Mac-Seat Cushion** (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: **FP #410**
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>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/14/2016	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,700.00</u>

### **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.

**Timbo's/Mac**  
13389 East 50th Street  
Yuma, AZ 85367

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

By \_\_\_\_\_  
Title: **Michael Coffee**

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.**

**Timbo's/Mac-Seat Cushion**

Location/Space: Festival of Products #410

Agreement No: **16263**

Date: July 14, 2016

Orthopedic Comfort Foam Seat Cushion

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16264**  
DATE **July 10, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Moulton's-Scentsy** (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: **POP #24**
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>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Inline	\$4,350.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$4,350.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$4,350.00</u>

### **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.

**Moulton's**  
**12845 E. Rancho Estates**  
**Rancho Cucamonga, CA 91739**

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

By \_\_\_\_\_  
**Title: Donna Moulton**

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.**

**Moulton's-Scentsy**

Location/Space: Parade of Products #24

Agreement No: **16264**

Date: July 10, 2016

**Scentsy:**

Wickless Candles

Scents

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16265**  
DATE **July 12, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Moulton's-Watches** (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: **CP #721**
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>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/13/2016	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$3,250.00</u>

### **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.

**Moulton's**  
**12845 E. Rancho Estates**  
**Rancho Cucamonga, CA 91739**

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

By \_\_\_\_\_  
**Title: Donna Moulton**

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.**

**Moulton's-Watches**

Location/Space: Carnival of Products #721

Agreement No: **16265**

Date: July 12, 2016

**Noble Timepieces Men's Watches:**

The Director Model

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16266**  
DATE **July 17, 2016**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**The Gift Zone** (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: **MA #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>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Midway Avenue	10'x10'	Corner	\$2,783.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/20/2016	\$2,783.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$2,783.00</u>

### **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.

**The Gift Zone**  
**606 South Irena Avenue**  
**Redondo Beach, CA 90277**

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

By \_\_\_\_\_  
**Title: Ashley Murray**

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.**

**The Gift Zone**

Location/Space: Midway Avenue #7

Agreement No: **16266**

Date: July 17, 2016

Hats



16262	Timbo's/Mac-Glass Cleaner	Anti-Fog Glass Cleaner	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16263	Timbo's/Mac-Cushion	Orthopedic Comfort Foam Seat Cushion	Festival of Products	7/01/2016-8/16/2016	10' x 10'	\$3,700.00
16264	Moulton's-Scentsy	Wickless Candles, Scents	Parade of Products	7/01/2016-8/16/2016	10' x 15'	\$4,350.00
16265	Moulton's-Watches	Noble Timepieces	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$3,250.00
16266	Gift Zone, The	Hats	Midway Avenue	7/01/2016-8/16/2016	10' x 10'	\$2,783.00

**OC FAIR & EVENT CENTER  
 CONCESSIONS RENTAL AGREEMENTS FOR BOARD APPROVAL  
 OCTOBER 2016**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
16578	Ray Cammack Shows, Inc.	20 Stands Located Throughout Kidland and Main Carnival	Kidland; Main Carnival	7/01/2016-8/16/2016	Varies	\$50,000.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **16578**  
DATE **July 15, 2016**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Ray Cammack Shows, Inc.** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2016-8/16/2016 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to *occupy the space(s) described below* at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **20 Concession Stands Located Throughout Kidland and Main Carnival Areas** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2016 to 8/16/2016**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment – 20 Stands x \$2,500 ea	Mobile Food - Trailer	\$50,000.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater.**

<u>Schedule</u>	<u>Due Date</u>
Signed Rental Agreement Due	7/15/2016

**Certificate of Insurance is due on or before Signed Agreement due date.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
  8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") 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 OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
  9. 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.
  10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
  11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
  12. The Parties understand and agree that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
  13. The Rules and Regulations following this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the following Rules and Regulations, and understands that they shall apply, unless amended under Section 12 of this Agreement.
  14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
  15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
  16. 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.
- This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Ray Cammack Shows, Inc.**  
**4950 W. Southern Avenue**  
**Laveen, AZ 85339**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Guy Leavitt**

By \_\_\_\_\_ DATE \_\_\_\_\_  
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.**

**Ray Cammack Shows, Inc.**

Location/Space: 20 Concession Stands Located Throughout  
Kidland and Main Carnival Areas

Agreement No: **16578**

Date: July 15, 2016

**Kidland:**

1. Candy Factory
2. Dutchmen's Funnel Cake
3. Get Pickled O Pete
4. Squeezers 2\*

**Main Carnival:**

5. Big Dogs 2
6. Biggy's 2
7. Carmelot
8. Corn Shack
9. Cowboy Kettle Corn
10. Enzo's Pizzeria
11. Fried A Fair
12. Fried A Fair 2
13. Mad Hatter Funnel Cake 1
14. Mad Hatter Funnel Cake 2
15. Mustard's Café
16. Squeezers 1,3,4\*
17. Sweet Dreams
18. Sweeties
19. Tater Twister
20. TJ's Ice Cream

\*Note – Per agreement, two (2) Squeezers = one (1) concession stand.

**OC FAIR & EVENT CENTER  
INDEPENDENT AMUSEMENT RENTAL AGREEMENTS FOR BOARD APPROVAL  
OCTOBER 2016**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
16649	Amazon Wonders	Digital Photos with Birds	OC Lane #10	7/01/2016-8/16/2016	15'x15'	\$6,525.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16649  
DATE July 4, 2016

## INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Amazon Wonders** (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: **OCL #10**
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>Size</u>	<u>Space Type</u>	<u>Charges</u>
OC Lane	15' x 15'	Inline Amusement	\$6,525.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>Signed Rental Agreement, Certificate of Insurance and Payment Due:</b>	7/11/2016	\$6,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$6,525.00</u>

**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 by and on behalf of the parties hereto, the day and year first above written.

**Amazon Wonders**  
**2090 N. San Joaquin Road**  
**Tucson, AZ 85743**

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

By \_\_\_\_\_  
**Title: Federico Delgado**

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.**



**Amazon Wonders**

Location/Space: OC Lane #10

Agreement No: **16649**

Date: July 4, 2016

**Digital Photos with Birds Only**

4"x6" - \$15

5"x7" - \$17

8"x10" - \$22

**OC FAIR EVENT CENTER  
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL  
OCTOBER 2016**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
16701	Advanced Marketing International, Inc. dba Kitchen Craft	American Made Stainless Steel Cookware and Kitchen Accessories	Festival of Products, Carnival of Products	7/01/2016-8/16/2016	20x10, 16x10	\$36,000
16715	First Choice Communications, LLC	DIRECTV Service - Lead Generating Only	Parade of Products	7/01/2016-8/16/2016	10' x 15'	\$15,000
16716	Encore Ginal Inc.	Wooden Cell Phone Cases	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$8,000
16717	Great Destinations, Inc.	Vacation Time Shares-Lead Generating Only	Carnival of Products	7/01/2016-8/16/2016	10' x 8'	\$6,800
16733	Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.	Promotion of Welk Resort Properties - Lead Generating Only	Livestock Lane; Livestock Lane; Country Meadows; Family Fair Way	7/01/2016-8/16/2016	20'x10'; 30'x10'; 10'x10'; 30'x5'	\$75,000
16737	Mattress Firm, Inc.	Mattresses, Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Head Boards, End Tables, Extended Warranties, Massage Chairs; Beachcomber Hot tubs/spas; SpaBerry hot tubs/spas.	Carnival of Products, Festival of Products; Fair Square	7/01/2016-8/16/2016	16'x20'; 20'X20'; 16' X 10'; 20'x10'; 30'x50'	\$145,500

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16701  
DATE May 27, 2016  
Revised May 27, 2016

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Advanced Marketing International, Inc. dba Kitchen Craft International** (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: **CP #415, #515; FP #416, #516**
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	Size	Space Type	Charges
Carnival of Products	16'x10'	Platinum Corner	\$16,000.00
Festival of Products	20'x10'	Platinum Corner	\$20,000.00

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	Due Date	Amount
Signed Rental Agreement, Exhibit A and Payment Due	6/10/2016	Total: \$36,000.00

\*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.

### **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, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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 by and on behalf of the parties hereto, the day and year first above written.

**Advanced Marketing International, Inc.**  
**dba Kitchen Craft International**  
**4129 United Avenue**  
**Mount Dora, FL 32757**

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

By \_\_\_\_\_  
Title: **Dave Hurley**

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.**

**Advanced Marketing International, Inc.**

**dba Kitchen Craft International**

Location/Space: Carnival of Products #415, #515

Festival of Products #416, #516

Agreement No: **16701**

Date: May 27, 2016

**Revised May 27, 2016**

Cookware

Cooking Shows



## EXHIBIT A

### AGREEMENT NO. 16701

Revised May 27, 2016

#### Renter:

**Advanced Marketing International, Inc. dba Kitchen Craft International**

Business License Number: N/A

Seller's Permit Number: 97-873126

Taxpayer ID Number: 37-1055526

4129 United Avenue

Mount Dora, FL 32757

(352) 483-7600

Dave Hurley, President

#### Space Description:

Carnival of Products – CP #415, #515 (16'x10')

Festival of Products – FP #416, #516 (20'x10')

#### Space Fee:

\$36,000

**Term:** July 1, 2016 – August 16, 2016

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Cookware and Cooking Shows

#### Renter Agrees:

1. To be a Platinum Partner from July 15, 2016 – August 14, 2016 at the OC Fair.
2. To provide payment in the sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2016.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 13, 2016.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Advanced Marketing International dba Kitchen Craft International outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Cookware and Cooking Shows (product/service); CP #415, #515 & FP #416, #516 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2016 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2016 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2016 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2016 OC Fair.

**District Agrees:**

1. To provide:
  - a. 160 square feet of space located in Carnival of Products (CP #415, #515).
  - b. 200 square feet of space located in Festival of Products (FP #416, #516).
2. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (92 total working credentials).
4. To provide ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2016 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2016 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #415, #515 & FP #416, #516; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #415, #515 & FP #416, #516; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #415, #515 & FP #416, #516.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Advanced Marketing International, Inc.  
 dba Kitchen Craft International  
 4129 United Avenue  
 Mount Dora, FL 32757

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

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Dave Hurley, President

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Michele A. Richards, VP, Business Development

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16715  
DATE July 1, 2016

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **First Choice Communications, LLC** (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: **POP #36**
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>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Exhibit A, Certificate of Insurance and Payment Due	7/08/2016	\$15,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$15,000.00

### **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, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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 by and on behalf of the parties hereto, the day and year first above written.

**First Choice Communications, LLC**  
**638 West Broadway Road, Suite #306**  
**Mesa, AZ 85210**

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

By \_\_\_\_\_  
**Title: Kristal Jacobs**

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.**

**First Choice Communications, LLC**

Location/Space: Parade of Products #36

Agreement No: **16715**

Date: July 1, 2016

DIRECTV Service

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 16715

#### Renter:

**First Choice Communications, LLC**

Business License Number: 20992519

Seller's Permit Number: N/A

Taxpayer ID Number: 45-4512379

638 West Broadway Road, Suite #306

Mesa, AZ 85210

(866) 223-4732

Kristal Jacobs, Vice President

#### Space Description:

Parade of Products – POP #36 (10'x15')

#### Space Fee:

\$15,000

**Term:** July 1, 2016 – August 16, 2016

#### Renter agrees that space(s) shall be used only for the purpose as follows:

DIRECTV Service (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 15, 2016 – August 14, 2016 at the OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 8, 2016.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote First Choice Communications, LLC outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. DIRECTV Service (product/service); POP #36 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2016 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2016 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2016 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2016 OC Fair.

**District Agrees:**

1. To provide 150 square feet of space located in Parade of Products (POP #36).
2. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2016 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2016 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #36; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #36; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #36.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

First Choice Communications, LLC  
638 West Broadway Road, Suite #306  
Mesa, AZ 85210

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

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Kristal Jacobs, Vice President

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Michele A. Richards, VP, Business Development

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16716  
DATE July 20, 2016

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Encore Ginal 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: **7/01/2016-8/16/2016** 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: **CP #308**
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>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$8,000.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Exhibit A, Certificate of Insurance and Payment Due:	7/22/2016	\$8,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

### **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, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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 by and on behalf of the parties hereto, the day and year first above written.

**Encore Ginal Inc.**  
**30081 Comercio**  
**Rancho Santa Margarita, CA 92688**

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

By \_\_\_\_\_  
Title: **Erkan Gino Tantekin**

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.**

**Encore Ginal Inc.**

Location/Space: Carnival of Products #308

Agreement No: **16716**

Date: July 20, 2016

Wooden Cell Phone Cases



## EXHIBIT A

### AGREEMENT NO. 16716

#### Renter:

#### Encore Ginal, Inc.

Business License Number: 2001442-247

Seller's Permit Number: EA 102-156248

Taxpayer ID Number: 45-3688096

30081 Comercio

Rancho Santa Margarita, CA 92688

(949) 293-0895

Erkan Gino Tantekin, Owner

#### Space Description/Designation:

Carnival of Products – CP #308 (10'x8')

#### Space Fee:

\$8,000

**Term:** July 1, 2016 – August 16, 2016

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Wooden Cell Phone Cases

#### Renter Agrees:

1. To be a Platinum Partner from July 15, 2016 – August 14, 2016 at the OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 22, 2016.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 13, 2016.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Encore Ginal, Inc. outside of Designated Space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Wooden Cell Phone Cases (product/service); CP #308 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2016 OC Fair.
  - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2016 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2016 OC Fair dates.



6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually Designated Space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2016 OC Fair.

**District Agrees:**

1. To provide 80 square feet of space located in Carnival of Products (CP #308).
2. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #308.
6. To provide link to Renter website on applicable section of the OC Fair website.

Encore Ginal, Inc.  
30081 Comercio  
Rancho Santa Margarita, CA 92688

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

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Erkan Gino Tantekin, Owner

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Michele A. Richards, VP, Business Development

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16717  
DATE July 20, 2016

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Great Destinations, 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: **7/01/2016-8/16/2016** 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: **CP #225**
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>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$6,800.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Exhibit A, Certificate of Insurance and Payment Due:	7/22/2016	\$6,800.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,800.00

### **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, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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 by and on behalf of the parties hereto, the day and year first above written.

**Great Destinations, Inc.**  
**25910 Acero Drive, Suite #160**  
**Mission Viejo, CA 92691**

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

By \_\_\_\_\_  
**Title: Mark Weaver, Sr.**

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.**

**Great Destinations, Inc.**

Location/Space: Carnival of Products #225

Agreement No: **16717**

Date: July 20, 2016

Vacation Time Shares

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 16717

#### Renter:

##### Great Destinations, Inc.

Business License Number: N/A

Seller's Permit Number: N/A

Taxpayer ID Number: 45-5092239

25910 Acero Drive, Suite #160

Mission Viejo, CA 92691

(949) 667-9401 ext. 372

Mark Weaver, Sr., Director of Marketing

#### Space Description/Designation:

Carnival of Products – CP #225 (10'x8')

#### Space Fee:

\$6,800

**Term:** July 1, 2016 – August 16, 2016

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Vacation Time Shares (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 15, 2016 – August 14, 2016 at the OC Fair.
2. To provide payment in the sum of SIX THOUSAND EIGHT HUNDRED DOLLARS (\$6,800.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 22, 2016.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on July 22, 2016.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Great Destinations, Inc. outside of Designated Space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Great Destinations Vacation Time Shares (product/service); CP #225 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2016 OC Fair.
  - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2016

OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2016 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually Designated Space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2016 OC Fair.

**District Agrees:**

1. To provide 80 square feet of space located in Carnival of Products (CP #225).
2. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2016 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2016 OC Fair Admission Tickets (for business development).
7. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #225.
8. To provide link to Renter website on applicable section of the OC Fair website.

Great Destinations, Inc.  
25910 Acero Drive, Suite #160  
Mission Viejo, CA 92691

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

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Mark Weaver, Sr., Director of Marketing

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Michele A. Richards, VP, Business Development

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16733  
DATE July 20, 2016

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, 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: **7/01/2016-8/16/2016 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: **LL #17; LL #29; CM #1; FFW #3**
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>Size</u>	<u>Space Type</u>	<u>Charges</u>
Livestock Lane	20' x 10'	Platinum Space	\$20,000.00
Livestock Lane	30' x 10'	Platinum Space	\$30,000.00
Country Meadows	10' x 10'	Platinum Space	\$10,000.00
Family Fair Way	30' x 5'	Platinum Space	\$15,000.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Exhibit A, Certificate of Insurance and Payment Due:	7/22/2016	\$75,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$75,000.00

### **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, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem), 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 by and on behalf of the parties hereto, the day and year first above written.

**Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.**  
**2851 Camino del Rio South, Suite #300**  
**San Diego, CA 92108**

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

By \_\_\_\_\_  
Title: **Sam Ray**

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.**



**Soleil Communications, Inc., a wholly-owned  
subsidiary of Welk Resort Group, Inc.**

Location/Space: Livestock Lane #17; Livestock Lane #29  
Country Meadows #1; Family Fair Way #3

Agreement No: **16733**

Date: July 20, 2016

Promotion of Welk Resort Properties

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 16733

#### Renter:

**Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.**

Business License Number: 2006004430

Seller's Permit Number: N/A

Taxpayer ID Number: 04-3639946

2851 Camino del Rio South, Suite #300

San Diego, CA 92108

(714) 508-0420

Sam Ray, Senior Vice President of Marketing

#### Space Description:

Livestock Lane – LL #17 (20'x10')

Livestock Lane – LL #29 (30'x10')

Country Meadows – CM #1 (10'x10')

Family Fair Way – FFW #3 (30'x5')

#### Space Fee:

\$75,000

**Term:** July 1, 2016 – August 16, 2016

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Promotion of Welk Resort Properties (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 15, 2016 – August 14, 2016 at the OC Fair.
2. To provide payment in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 22, 2016.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on July 22, 2016.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc. outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
    - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Promotion of Welk Resorts Properties (product/service); LL #17, LL #29, CM #1, FFW #3 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2016 OC Fair.
  - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2016 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2016 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
  7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
  8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
  9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2016 OC Fair.

**District Agrees:**

1. To provide:
  - a. 200 square feet of space located on Livestock Lane (LL #17).
  - b. 300 square feet of space located on Livestock Lane (LL #29).
  - c. 100 square feet of space located on Country Meadows (CM #1).
  - d. 150 square feet of space located on Family Fair Way (FFW #3).
2. To provide:
  - a. One (1) 20'x10' square foot canopy for space located on Livestock Lane (LL #17).
  - b. One (1) 30'x10' square foot canopy for space located on Livestock Lane (LL #29).
  - c. One (1) 10'x10' square foot canopy for space located on Country Meadows (CM #1).
  - d. One (1) 30'x5' square foot canopy for space located on Family Fair Way (FFW #3).
3. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (40 total photo credentials).
4. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (184 total working credentials).
5. To provide ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (40 total hang tags).
6. To provide one (1) 2016 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2016 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Soleil Communications, Inc., a wholly-owned  
 Subsidiary of Welk Resort Group, Inc.  
 2851 Camino del Rio South, Suite #300  
 San Diego, CA 92108

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

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Sam Ray, Senior Vice President  
 of Marketing

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Michele A. Richards, VP, Business Development

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 16737  
DATE July 9, 2016

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Mattress Firm, 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: **7/01/2016-8/16/2016** 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: **CP #401, #402, #501, #502; FP #317, #318, #417, #418; CP #616, #716; FP #207, #307 ; FS #16**
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>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	16' x 20'	Platinum Corner	\$32,000.00
Festival of Products	20' x 20'	Platinum Corner	\$40,000.00
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Fair Square	30' x 50'	Platinum Space	\$37,500.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Certificate of Insurance and Payment Due:	7/11/2016	\$145,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$145,500.00

### **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, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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 by and on behalf of the parties hereto, the day and year first above written.

**Mattress Firm, Inc.**  
**5815 Gulf Freeway**  
**Houston, TX 77023**

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

By \_\_\_\_\_  
Title: **Nathan Bruno**

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.**

**Mattress Firm, Inc.**

Location/Space: Carnival of Products #401, #402, #501, #502  
Festival of Products #317, #318, #417, #418

Agreement No: **16737**

Date: July 9, 2016

**Mattresses:**

Tempurpedic

Simmons

Sealy

Serta

Bases

Frames

Linens

Pillows

Mattress and Pillow Protectors

Headboards

End Tables

Extended Warranties

Location/Space: Carnival of Products #616, #716  
Festival of Products #207, #307

**Massage Chairs:**

Cozzia

Inada

Location/Space: Fair Square #16

**Hot Tubs/Spas:**

Beachcomber

SpaBerry



## EXHIBIT A

### AGREEMENT NO. 16737

#### Renter:

##### **Mattress Firm, Inc.**

Business License Number: 9737

Seller's Permit Number: 28-782080

Taxpayer ID Number: 76-0596008

5815 Gulf Freeway

Houston, TX 77023

Nathan Bruno, Vice President of Multi-Channel Sales

#### **Space Description/Designation:**

Carnival of Products – CP #401, #402, #501, #502 (16'x20')

Festival of Products – FP #317, #318, #417, #418 (20'x20')

Carnival of Products – CP #616, #716 (16'x10')

Festival of Products – FP #207, #307 (20'x10')

Fair Square – FS #16 (30'x50')

#### **Space Fee:**

\$145,500

**Term:** July 1, 2016 – August 16, 2016

#### **Renter agrees that space(s) shall be used only for the purpose as follows:**

Mattresses (Tempurpedic, Simmons, Sealy, Serta), Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, End Tables, Extended Warranties, Massage Chairs (Cozzia, Inada), Hot Tubs/Spas (Beachcomber, SpaBerry)

#### **Renter Agrees:**

1. To be a Platinum Partner from July 15, 2016 – August 14, 2016 at the OC Fair.
2. To provide payment in the sum of ONE HUNDRED FORTY-FIVE THOUSAND AND FIVE HUNDRED DOLLARS (\$145,500.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 11, 2016.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 13, 2016.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Mattress Firm, Inc. outside of Designated Space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Mattresses as listed above, Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, End Tables, Extended Warranties (product/service); CP #401, #402, #501, #502; FP #317, #318, #417, #418 (location)

2. Massage Chairs as listed above (product/service); CP #616, #716; FP #207, #307 (location)
3. Hot Tubs/Spas as listed above (products/service); FS #16
- b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
- c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit the proper paperwork to Tandem, including the Megan's Law Screening(s). Credentials are to be obtained prior to the start of the 2016 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2016 OC Fair dates, and by 11:30 AM and open to the public from Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2016 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually Designated Space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide valid Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2016 OC Fair.

**District Agrees:**

1. To provide:
  - a. 320 square feet of space located in Carnival of Products (CP #401, #402, #501, #502).
  - b. 400 square feet of space located in Festival of Products (FP #317, #318, #417, #418).
  - c. 160 square feet of space located in Carnival of Products (CP #616, #716).
  - d. 200 square feet of space located in Festival of Products (FP #207, #307).
  - e. 1,500 square feet of space located in Fair Square (FS #16).
2. To provide:
  - a. One (1) 30'x 50' square foot canopy for the space located on Fair Square (FS #16).
3. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (50 total photo credentials).
4. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (230 total working credentials).
5. To provide ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (50 total hang tags).
6. To provide one (1) 2016 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2016 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #401, #402, #501, #502; FP #317, #318, #417, #418; CP #616, #716; FP #207, #307; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide one (1) 4'x2' branded sign to display over booth(s) CP #401, #402, #501, #502; FP #317, #318, #417, #418; CP #616, #716; FP #207, #307; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
11. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #401, #402, #501, #502; FP #317, #318, #417, #418; CP #616, #716; FP #207, #307.
12. To provide link to Renter website on applicable section of the OC Fair website.



13. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
14. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
15. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Daily Program Shopping Guide.

Mattress Firm, Inc  
5815 Gulf Freeway  
Houston, TX 77023

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

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Nathan Bruno, Vice President of  
Multi-Channel Sales

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Michele A. Richards, VP, Business Development



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** October 21, 2016

**FROM:** Gerardo Mouet, Board Chair

**PRESENTATION BY:** Gerardo Mouet, Board Chair

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### **RECOMMENDATION**

Information item only.

### **BACKGROUND**

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

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Chair Mouet, Director Bagneris)
- iv. Workers Memorial Task Force (Vice Chair Berardino, Director Aitken)
- v. 2016 O C Fair City Liaison Committee (Director La Belle, Director Cervantes)
- vi. Legislative Monitoring Task Force (Vice Chair Berardino, Director Aitken)
- vii. Master Site Plan 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)



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9B

**SUBJECT:** Review and Approve the Appointment of the Board Chair to serve on behalf of the 32<sup>nd</sup> District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections

**DATE:** October 21, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **RECOMMENDATION**

OC Fair & Event Center Board of Directors adopt the following resolution:

Be it resolved that the OCFEC Board Chair is hereby appointed to serve on behalf of the OC Fair & Event Center (32<sup>nd</sup> District Agricultural Association) as an elector for California Fair Services Authority (CFSA) Board of Directors elections.

### **BACKGROUND**

According to Policy 4.2.7, the CEO or the CEO's designee is the Association's representative to the following organizations: Western Fairs Association, California Fair Services Authority, and the California Construction Authority.



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9C

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

**DATE:** October 21, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **RECOMMENDATION**

Approve the following delegation of authority: The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates contractual authority to the CEO, Kathy Kramer, up to \$50,000 for general contracts and \$300,000 for talent guarantees. Michele Richards, Vice President Business Development; Ken Karns, Vice President Operations; and Adam Carleton, Vice President Finance and Administration may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services.

### **BACKGROUND**

The 32<sup>nd</sup> District Agricultural Association Board of Directors delegates authority to the CEO to execute all forms of agreements without further authorization from the Board of Directors (Policy Reference 2.3.5):

*The CEO may not Execute a check or purchase commitment of greater than \$50,000, unless such commitment has been authorized by the Board via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such expenses requires dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such an expense. Any expense approved by the CEO and the Chair, or in the Chair's absence the Vice Chair, shall be reported to the full Board at the next Board meeting. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.*

All such agreements are to be submitted to the Board of Directors for review at subsequent meetings.

The Association is obligated to comply with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement (Policy Reference 2.4.5).

This delegation is further defined by Policy 2.4.5:

*The CEO will not procure any goods or services without complying with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement.*

and Policy 2.6.4:

*The CEO will not create obligations to consultants and contract workers for more than \$50,000 and/or for longer than one year in duration.*

This delegation is subject to board review at each annual meeting.



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9D

**SUBJECT:** Information Request Regarding Western Fairs Association

**DATE:** October 21, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **RECOMMENDATION**

Board of Directors to provide staff clarification and direction to obtain requested information.

### **BACKGROUND**

During the September 22, 2016 Board meeting, Vice Chair Berardino requested a list of all members of Western Fairs Association, what their per caps are, how much they pay in dues; minutes of all meetings where legislative discussions have taken place; copies of all votes and who voted in support of their legislation to be placed on the agenda for Board discussion.



## **Board of Directors Agenda Report**

**MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9E**

**SUBJECT:** 2016 OC Fair Profit and Loss Statement

**DATE:** October 21, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Adam Carleton, VP - Finance & Administration

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### **RECOMMENDATION**

Information item only.

### **BACKGROUND**

Staff will present the 2016 OC Fair Profit and Loss statement.



## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9F

**SUBJECT:** Board of Directors Nominating Task Force  
Recommendation and Election of Board Officers

**DATE:** October 21, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Director Tkaczyk and Director La Belle

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### **RECOMMENDATION**

Review and approve the Nominating Task Force recommendations for Chair and Vice Chair of the Board of Directors for 2016 – 2017.

### **BACKGROUND**

In June, a two person task force of the Board was appointed by the Board Chair to make a recommendation for Officers of the Board for the upcoming year.

The new Board Chair and Vice Chair will assume leadership after the October 27, 2016 Board meeting.





## **Board of Directors Agenda Report**

MEETING DATE: OCTOBER 27, 2016 ITEM NUMBER: 9G

**SUBJECT:** Request to Move December Board Meeting

**DATE:** October 21, 2016

**FROM:** Kathy Kramer, CEO

**PRESENTATION BY:** Kathy Kramer, CEO

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### **RECOMMENDATION**

To move the December 22<sup>nd</sup> OCFAEC Board of Directors meeting one week earlier in December.

### **BACKGROUND**

The December Board meeting is currently scheduled for Thursday, December 22<sup>nd</sup>, and Christmas is Sunday December 25<sup>th</sup>.

To accommodate travel schedules and pre-Christmas festivities, staff is recommending that the December Board meeting be moved to December 15<sup>th</sup>.