The mission of OCFEC is…

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

NOTICE OF MEETING

32ND District Agricultural Association
OCFEC Board of Directors
Thursday, May 25, 2017
9:00 a.m.

Administration Building
OC Fair & Event Center
88 Fair Drive
Costa Mesa, California

Board of Directors

Nick Berardino, Board Chair
Barbara Bagneris, Vice Chair
Gerardo Mouet, Member
Ashleigh Aitken, Member
Stanley Tkaczyk, Member
Douglas La Belle, Member
Sandra Cervantes, Member
Robert Ruiz, Member
Newton Pham, Member

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

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

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

AGENDA

1. CALL TO ORDER

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

2. THE MISSION OF OCFEC IS…

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

6. MATTERS OF PUBLIC COMMENT

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

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

7. MINUTES:

A. Board Meeting held April 27, 2017
Action Item

8. CONSENT CALENDAR: (Policy 4.3.4)

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

A. Standard Agreements: SA-019-17SP; SA-050-17GE; SA-065-17FT; SA-076-17FT; SA-089-17HB; SA-132-17YR; SA-133-17FT; SA-141-17AS; SA-142-17AS; SA-143-17AS; SA-153-17GE; SA-155-17SP; SA-157-17SP; SA-158-17SP; SA-159-17SP; SA-160-17SP; SA-162-17FT; SA-163-17YR; SA-164-17SP; SA-165-

17PA; SA-166-17PA; SA-168-17FT; SA-169-17FT; SA-170-17GE; SA-171-17GE; SA-172-17GE; SA-173-17SP; SA-175-17FT

B. Amendments: SA-058-17FT (Amend. # 1); SA-192-16FT (Amend. # 1)

C. Interagency Agreements : SA-156-17SP

D. Rental Agreements: R-036-17; R-040-17; R-046-17; R-072-17; R-074-17; R-075-17; R-088-17; R-093-17; R-098-17; R-101-17; R-105-17; R-107-17; R-108-17; R-109-17; R-112-17; R-113-17; R-114-17; R-115-17; R-118-17; R-119-17

E. Active Joint Powers Authority Agreements: 032-17-017

F. Commercial Rental Agreements: 17035; 17047; 17058; 1707; 17076; 17077; 17106; 17108; 17109; 17124; 17125; 17171; 17186; 17205; 17218

G. Concession Agreements: 17513; 17518; 17519; 17533; 17534; 17535; 17537; 17544; 17556; 17558; 17566; 17567; 17570; 17571; 17572; 17574; 17575; 17586; 17588; 17594

H. Independent Amusement Rental Agreements: 17631; 17633; 17634; 17635; 17636; 17637; 17638; 17639; 17640; 17641; 17642; 17643; 17644; 17645; 17646; 17647

I. Platinum Rental Agreements: 17726

J. Judging Agreements: VA-001-17; VA-002-17; VA-003-17; VA-004-17; VA-005-17; VA-006-17; VA-007-17; VA-008-17; VA-009-17; VA-010-17; VA-011-17; VA-012-17; VA-013-17; VA-014-17; VA-015-17; VA-016-17; VA-017-17; VA-018-17; VA-019-17; VA-020-17; VA-021-17; EX-001-17; EX-002-17; EX-003-17; EX-004-17

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

i. none.

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports
Information Item

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

i. Centennial Farm Foundation Board (Director Cervantes)
ii. Heroes Hall Veterans Foundation Board (Chair Berardino, Director La Belle)
iii. Financial Monitoring Committee (Vice Chair Bagneris, Director Pham)
iv. Workers Memorial Task Force (Chair Berardino, Director Aitken)
v. 2017 OC Fair City Liaison Committee (Director La Belle, Director Cervantes)
vi. Legislative Monitoring Task Force (Chair Berardino, Director Aitken)
vii. Master Site Plan Task Force (Director La Belle, Director Ruiz)
viii. Tenant Liaison Committee (Director Tkaczyk, Chair Berardino)
ix. Consumer Initiatives Task Force (Director Tkaczyk, Vice Chair Bagneris)
x. Agricultural Committee (Director Mouet, Director Cervantes)
xi. Equestrian Center Task Force (Director Aitken, Director Tkaczyk)

B. Present the OC Fair Patron Perfect Attendance Award
Action Item

C. Approval to Add Three Plaques to the Medal of Honor Courtyard at Heroes Hall
Action Item

D. Operational update on Heroes Hall Programing and Projects
Information Item

E. Sponsorship Update
Information Item

10. CLOSED SESSION (Closed to the Public)

A. Pending Litigation – The Board will meet in closed session to consult with legal counsel regarding the following pending litigation. [Gov. Code section 11126(e).]

i. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)

ii. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, there is significant exposure to litigation

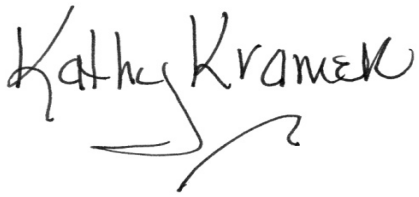
against the 32nd District Agricultural Association. (Govt. Code, § 11126, subd. (e).)

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: JUNE 22, 2017

13. ADJOURNMENT

Respectfully submitted,



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

Date of notice: 4:30 p.m. May 15, 2017

The following financial reports as of April 30, 2017 are enclosed for your reference.

Income Statement

Through April 2017, year-to-date Net Proceeds are $(3.3M). This is favorable to the budget of $(5.1M) by $1.8M.

Year-to-date Total Revenue of $3.0M is unfavorable to budget of $3.1M by $41k. For the month, Parking revenue was favorable due to Pet Expo, Discover the Dinosaurs and other events.

Total year-to-date Operating Expenses of $5.1M are favorable to budget of $6.6M by $1.5M. Positive variances are primarily Labor/Benefits/Taxes, Professional Services, Insurance, Utilities and Trash expense. Improved weather has allowed Maintenance and Major Projects work to accelerate. These expenses will trend close to budget as preparations for the 2017 Fair continue.

Balance Sheet

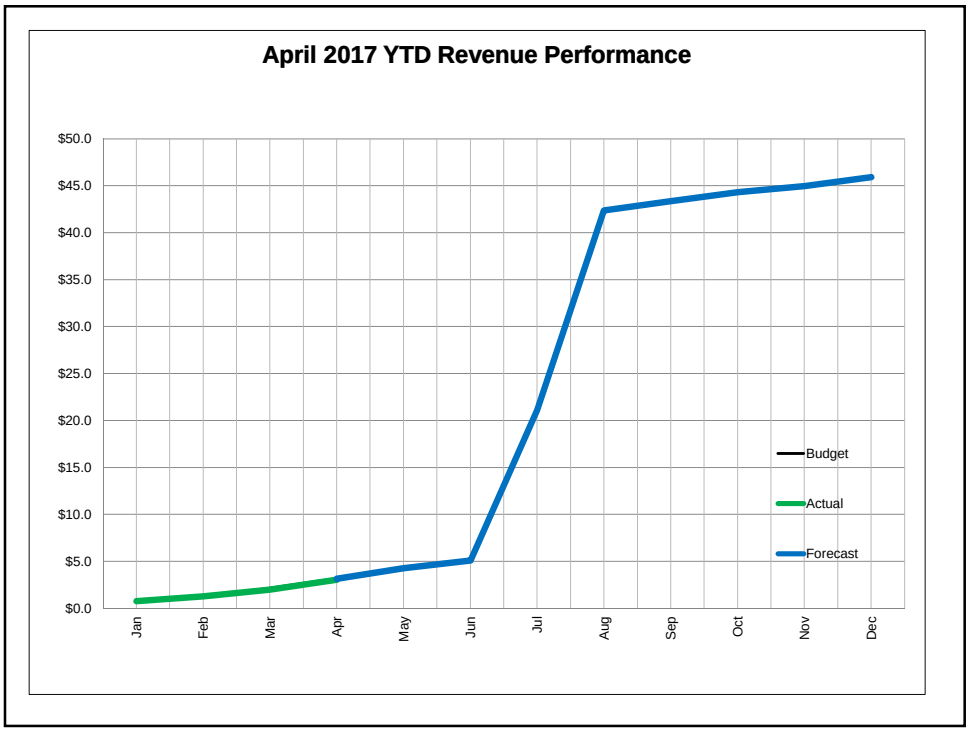
For April 2017 Accounts Receivable are $3.3M vs. $1.7M in prior year. This increase is due to the earlier processing of Fair Exhibitor and Vendor invoices. Payments are expected in May and June, per contract. Likewise, Deferred Revenue increased over year prior amounts. These funds will be reclassified as Revenue per State and GAAP guidelines, at completion of the OC Fair.

Statement of Cash Flows

As of April 30, 2017, OCFEC's cash on hand is $36.7M. This is a year over year increase of $2.9M from April 2016. Year-to-date 2017 Sources of Cash are primarily Depreciation of $1.1M. Year-to-date uses of Cash are primarily Capital Improvements of $2.4M. These projects include $1.5M towards the Arlington Ave. Bio-Swale, $260k for the Agriculture Workers Memorial, Hero's Hall Museum and other capital projects as noted.

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

As of April 30, 2017


April 2017 YTD Revenue Performance
$50.0
$45.0
$40.0
$35.0
$30.0
$25.0
$20.0
$15.0
$10.0
$5.0
$0.0
Jan
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May
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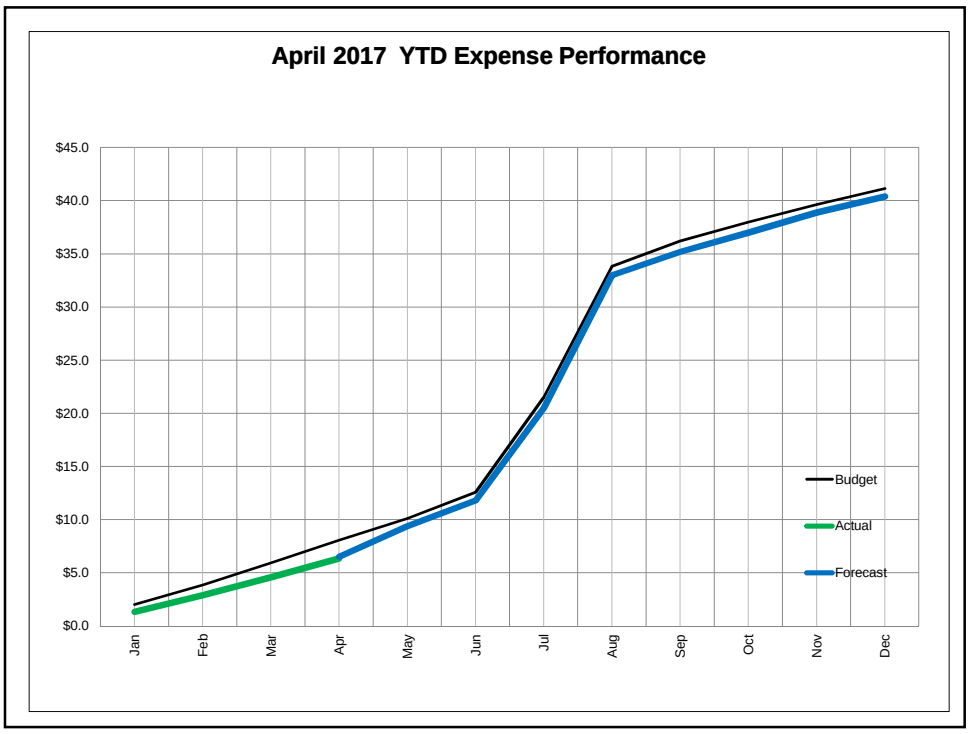
Budget
Actual
Forecast


April 2017 YTD Expense Performance
$45.0
$40.0
$35.0
$30.0
$25.0
$20.0
$15.0
$10.0
$5.0
$0.0
Jan
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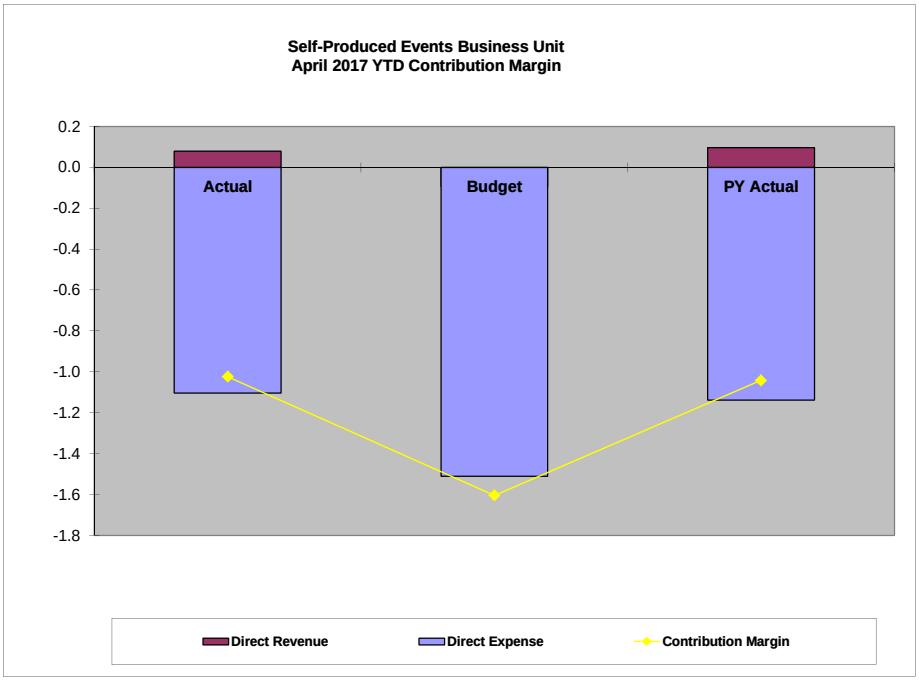
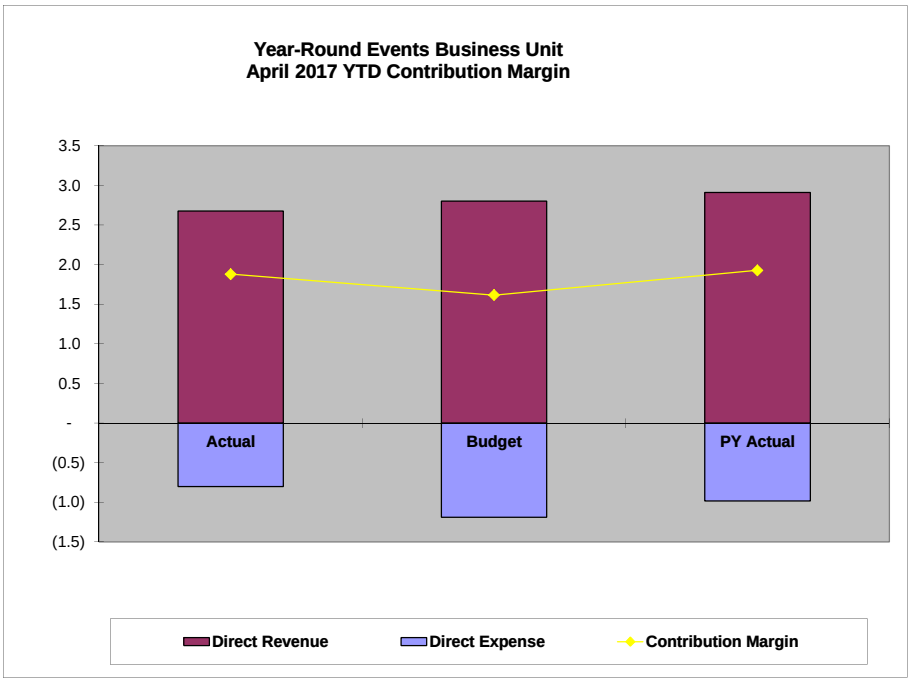
Actual
Forecast



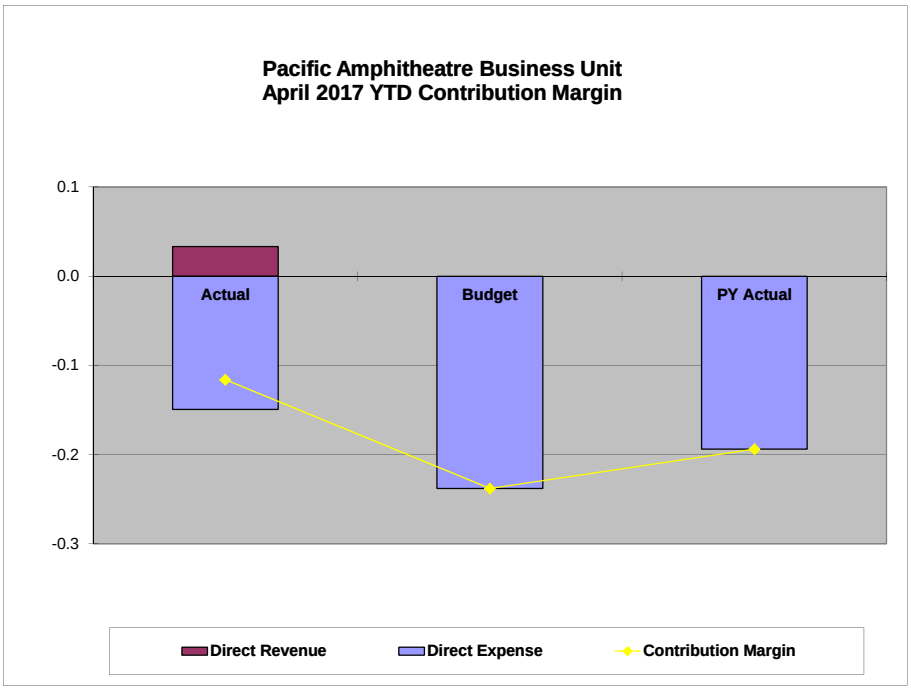
Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of April, 2017

	2017 Year to Date Actual	2017 Year to Date Budget	2016 Year to Date Actual	2017 Full Year Budget
Admissions	0.0	0.0	0.0	(9.1)
Concessions	0.0	0.0	0.0	(7.8)
Carnival	0.0	0.0	0.0	(3.9)
Sponsorships	0.0	(0.0)	0.0	(1.9)
Commercial Space	0.0	(0.0)	0.0	(1.4)
Parking	0.0	0.0	0.0	(2.4)
Other Revenue	0.1	(0.1)	0.1	(1.1)
Total Direct Revenue	0.1	(0.1)	0.1	(27.5)
Payroll/Related	0.7	0.9	0.7	5.7
Outside Services	0.2	0.3	0.3	2.8
Marketing/Related	0.1	0.1	0.1	1.6
Supplies/Equipment/Rentals	0.1	0.1	0.1	2.6
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.0	0.1	0.0	1.9
Total Direct Expense	1.1	1.5	1.1	15.7
Contribution to Overhead and CapEx	($1.0)	($1.6)	($1.0)	($11.7)



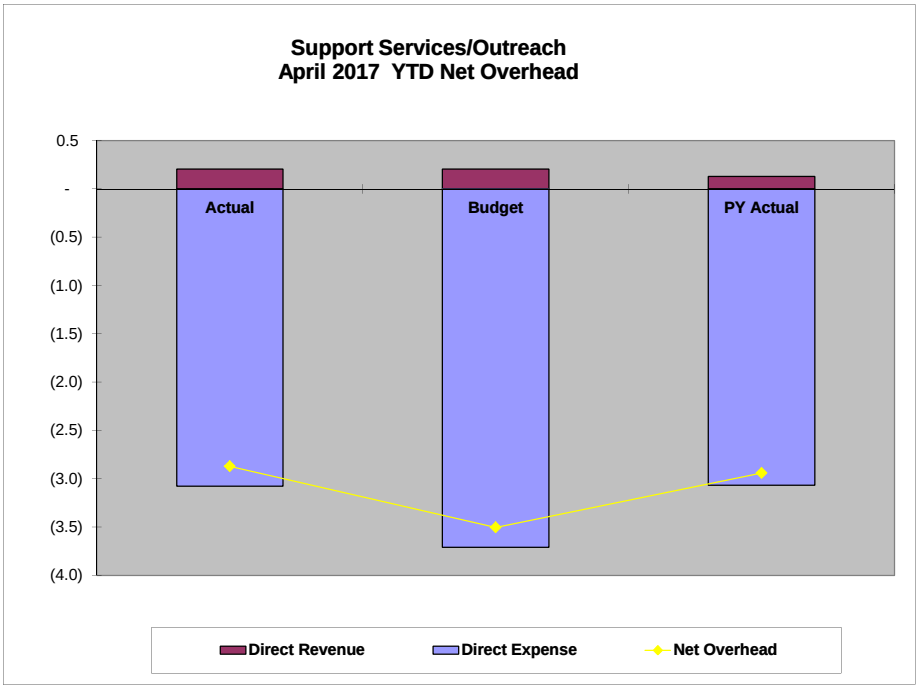
Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of April, 2017

	2017 Year to Date Actual	2017 Year to Date Budget	2016 Year to Date Actual	2017 Full Year Budget
Rental of Facilities	1.0	1.2	1.1	3.7
Personnel Services	0.4	0.5	0.5	1.4
Concessions	0.3	0.3	0.3	1.1
Equipment Rentals	0.2	0.2	0.2	0.7
Admissions/Parking	0.7	0.6	0.7	2.1
Other Revenue	0.0	0.0	0.0	0.0
Total Direct Revenue	$ 2.7	$ 2.8	$ 2.9	$ 9.0
Payroll/Related	0.6	0.7	0.6	2.2
Outside Services	0.0	0.1	0.1	0.3
Supplies/Equipment/Rentals	0.0	0.1	0.0	0.1
Facility/Related	0.1	0.2	0.2	0.5
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.1
Total Direct Expense	0.8	1.2	1.0	3.3
Contribution to Overhead and CapEx	$1.9	$1.6	$1.9	$5.7



Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of April, 2017

	2017 Year to Date Actual	2017 Year to Date Budget	2016 Year to Date Actual	2017 Full Year Budget
Ticket Sales	0.0	0.0	0.0	6.5
Facility Fee	0.0	0.0	0.0	0.9
Concessions	0.0	0.0	0.0	0.7
Parking	0.0	0.0	0.0	0.7
Sponsorship	0.0	0.0	0.0	0.0
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	$ 0.0	$0.0	$0.0	$ 8.9
Performers' Fees	0.0	0.0	0.0	4.1
Outside Services	0.1	0.1	0.1	1.0
Marketing/Related	0.1	0.2	0.1	0.3
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.4
Payroll/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.2
Total Direct Expense	$ 0.1	$ 0.2	$ 0.2	$6.2
Contribution to Overhead and CapEx	($0.1)	($0.2)	($0.2)	$2.7



Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of April, 2017

	2017 Year to Date Actual	2017 Year to Date Budget	2016 Year to Date Actual	2017 Full Year Budget
Interest	0.1	0.0	0.0	-0.1
Facility Rentals	0.0	0.1	0.0	-0.1
Other Revenue	0.1	0.1	0.0	-0.2
Total Revenue	$0.2	$0.2	$0.1	($0.5)
Payroll/Related	2.1	2.4	2.0	7.4
Facility/Related	0.4	0.5	0.4	2.0
Supplies/Telephone/Postage	0.3	0.3	0.3	0.8
Outside Services	0.1	0.2	0.1	0.4
Insurance	0.1	0.2	0.2	0.4
Other Expense	0.1	0.1	0.1	0.5
Total Expense	$3.1	$3.7	$3.1	$11.6
Net Overhead	($2.9)	($3.5)	($2.9)	($12.1)
Non-Cash Expenses:				
Depreciation Expense	$1.1	$1.0	$0.9	$3.1
Total Non-Cash Expense	$1.1	$1.0	$0.9	$3.1

32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
April 30, 2017 and 2016

	2017	2016
Assets		
Cash	$ 3,744,943	$ 3,095,817
Investments	32,995,435	30,787,388
Accounts Receivable	3,278,135	1,722,819
Reserve for Bad Debt	(19,379)	(18,283)
Prepaid Expenses	562,532	475,471
Deferred Outflows - Pension	2,061,693	1,836,449
Total Assets	**42,623,359**	**37,899,661**
Capital Projects in Process	6,428,710	2,270,310
Land	133,553	133,553
Buildings and Improvements	87,730,419	84,743,350
Equipment	7,340,068	6,826,183
Accumulated Depreciation	(48,805,422)	(45,494,855)
Total Capital	**52,827,328**	**48,478,541**
Total Assets	**$ 95,450,687**	**$ 86,378,202**
Liabilities		
Accounts Payable	869,080	752,578
Deferred Revenue	7,529,860	6,292,709
Payroll Liabilities	392,095	343,006
Deposits	14,501	46,166
Other Liabilities	436,674	436,674
Compensated Absences Liability	936,362	935,843
Deferred Inflows - Pension	437,969	2,382,651
Pension Liability	14,175,597	12,065,216
Total Liabilities	**24,792,138**	**23,254,843**
Net Resources		
Investment in Capital Assets	52,827,328	48,478,542
Net Resources - Designated Use	859,341	859,341
Net Resources - Available for Operations	32,818,664	29,592,494
Unrestricted Net Position - Pension	(12,551,873)	(12,611,418)
Net Resources - Auction Fund	13,502	13,921
	73,966,962	66,332,880
Net Proceeds from Operations	(3,308,413)	(3,209,521)
Total Net Resources	**70,658,549**	**63,123,359**
Total Liabilities and Net Resources	**$ 95,450,687**	**$ 86,378,202**

32nd D A A - OC Fair & Event Center
Statement of Operations - Detailed (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017 Year to Date Amount	Budget Year to Date Amount	Budget Variance	2016 Year to Date Amount	Year over Year Variance	Full 2017 Budget
OCFEC-PRODUCED EVENT REVENUE						
ADMISSIONS TO GROUNDS						
Gate Admissions	$ -	$ -	$ -	$ -	$ -	$ 7,971,730
Advance Admissions	-	-	-	-	-	3,306,678
Subtotal	-	-	-	-	-	11,278,408
COMMERCIAL SPACE RENTALS	1,696	3,500	(1,804)	1,995	(299)	1,357,800
CARNIVAL & CONCESSIONS						
Carnival	-	-	-	-	-	3,900,000
Concessions	3,958	1,500	2,458	-	3,958	8,430,861
Subtotal	3,958	1,500	2,458	-	3,958	12,330,861
EXHIBITS REVENUE						
Entry Fees	11,589	7,700	3,889	5,339	6,250	69,563
Donations/Awards	-	500	(500)	900	(900)	5,160
Sales	2,869	26,473	(23,604)	1,579	1,290	42,494
Subtotal	14,458	34,673	(20,215)	7,818	6,640	117,217
ATTRACTIONS REVENUE	35,391	-	35,391	-	35,391	5,608,165
MISC OCFEC-PRODUCED EVENT REVENUE						
Parking	-	-	-	-	-	2,929,381
Sponsorships	13,100	5,000	8,100	36,606	(23,506)	1,949,745
Livestock Auction Receipts	-	-	-	-	-	320,663
Camping	-	690	(690)	690	(690)	91,780
Exhibitor Fees	-	-	-	800	(800)	28,300
Miscellaneous Other Self Produced Revenue	66,667	105,400	(38,733)	100,000	(33,333)	155,400
Subtotal	79,767	111,090	(31,323)	138,096	(58,330)	5,475,268
TOTAL OCFEC-PRODUCED EVENT REVENUE	**135,270**	**150,763**	**(15,493)**	**147,910**	**(12,640)**	**36,167,719**
RENTAL REVENUE						
RENTAL OF FACILITIES						
Facility Rental Fees	-	-	-	-	-	145,000
Grounds Wide Rentals	10,575	(15,000)	25,575	15,000	(4,425)	43,100
Building 10	112,400	108,200	4,200	105,575	6,825	315,500
Building 12	44,700	78,300	(33,600)	74,515	(29,815)	174,100
Building 14	44,380	35,000	9,380	33,750	10,630	109,000
Building 16	18,900	23,100	(4,200)	22,000	(3,100)	108,600
The Hangar	62,800	120,100	(57,300)	103,600	(40,800)	313,400
Parade of Products	17,400	22,700	(5,300)	21,463	(4,063)	101,400
Breezeway	4,043	(3,900)	7,943	1,000	3,043	73,300
Wine Courtyard	-	1,600	(1,600)	1,500	(1,500)	5,400
Silo Building	800	1,600	(800)	1,900	(1,100)	2,800
Millennium Barn	-	-	-	900	(900)	3,600
Little Theater	-	3,400	(3,400)	4,908	(4,908)	6,700
Baja Blues Restaurant	2,625	4,400	(1,775)	3,500	(875)	5,900
Livestock Office	-	-	-	3,760	(3,760)	-
Parking Lot	605,488	669,700	(64,213)	628,641	(23,154)	2,004,100
Lawns	1,000	1,100	(100)	1,000	-	11,400
Event Camping	8,290	5,900	2,390	5,840	2,450	56,300
Festival Grounds	450	16,800	(16,350)	16,500	(16,050)	36,800
Mall	6,200	11,600	(5,400)	11,250	(5,050)	45,200
Grandstand Arena	-	8,200	(8,200)	8,000	(8,000)	28,200
Trailer Rallies	1,300	1,000	300	1,060	240	1,700
Individual Camping	43,060	30,300	12,760	30,295	12,765	60,400
Pacific Amphitheater	30,975	(26,400)	57,375	39,150	(8,175)	35,100
Subtotal	1,015,385	1,097,700	(82,315)	1,135,106	(119,721)	3,687,000
OTHER RENTAL EVENT REVENUES						
Interim Admissions	101,914	89,300	12,614	89,320	12,594	273,900
Interim Parking	605,734	545,200	60,534	629,577	(23,843)	1,988,329
Revenue from Personnel Services	447,951	467,300	(19,349)	504,526	(56,575)	1,442,600
Equipment Rentals	176,720	205,500	(28,780)	223,329	(46,609)	770,400
Year-Round Concessions	247,896	212,500	35,396	229,295	18,601	854,000
Outside Caterers	84,906	104,800	(19,894)	105,561	(20,655)	220,500
Outdoor Signs	16,000	16,100	(100)	16,000	-	48,370
Subtotal	1,681,122	1,640,700	40,422	1,797,608	(116,486)	5,598,099

32nd D A A - OC Fair & Event Center
Statement of Operations - Detailed (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017 Year to Date Amount	Budget Year to Date Amount	Budget Variance	2016 Year to Date Amount	Year over Year Variance	Full 2017 Budget
EQUESTRIAN CENTER REVENUES						
Stall Rentals	47,439	58,313	(10,874)	30,154	17,285	146,587
Subtotal	47,439	58,313	(10,874)	30,154	17,285	146,587
OTHER OPERATING REVENUES						
Discounts Earned	-	4,000	(4,000)	5,124	(5,124)	24,000
Miscellaneous	14,505	21,810	(7,305)	40,360	(25,855)	95,761
Subtotal	14,505	25,810	(11,305)	45,484	(30,979)	119,761
TOTAL RENTAL REVENUE	**2,758,452**	**2,822,523**	**(64,071)**	**3,008,353**	**(249,901)**	**9,551,447**
TOTAL OPERATING REVENUE	**2,893,721**	**2,973,286**	**(79,565)**	**3,156,263**	**(262,541)**	**45,719,165**
NON-OPERATING REVENUE						
Interest Earnings	77,422	47,000	30,422	49,812	27,610	143,000
Grants	58,576	70,000	(11,424)	2,564	56,011	95,308
Other Non-Operating Revenue	3,444	-	3,444	-	3,444	-
Prior Year Revenue	16,021	-	16,021	2,191	13,830	-
TOTAL NON-OPERATING REVENUE	**155,462**	**117,000**	**38,462**	**54,567**	**100,894**	**238,308**
TOTAL REVENUE	**3,049,183**	**3,090,286**	**(41,103)**	**3,210,830**	**(161,647)**	**45,957,473**
OPERATING EXPENSES						
Payroll and Related:						
Salaries/Wages - Permanents	1,767,974	1,987,974	220,000	1,655,941	(112,033)	5,994,323
Salaries/Wages - Overtime	13,948	8,743	(5,205)	12,565	(1,383)	68,660
Salaries/Wages - Temporaries	451,708	633,079	181,371	612,005	160,297	5,055,935
Employee Benefits	1,097,014	1,241,532	144,519	988,701	(108,313)	4,169,876
Capital Labor Offset	-	-	-	-	-	-
Travel Expense	25,571	51,019	25,448	19,233	(6,338)	116,505
Training and Recruiting Expense	28,528	34,366	5,837	18,572	(9,956)	109,341
Subtotal	3,384,744	3,956,713	571,970	3,307,018	(77,726)	15,514,640
Professional Services:						
Professional Services	391,429	745,005	353,576	506,979	115,550	4,500,000
Judges	2,224	6,923	4,699	3,852	1,628	29,993
Subtotal	393,653	751,928	358,275	510,831	117,178	4,529,993
Directors Expense:						
Directors Expense	4,444	800	(3,644)	164	(4,280)	7,000
Directors Mtg Expense	5,509	4,000	(1,509)	2,600	(2,908)	12,000
Subtotal	9,952	4,800	(5,152)	2,764	(7,188)	19,000
Insurance Expense	78,080	212,703	134,623	208,328	130,248	406,053
Telephone & Postage	55,412	57,805	2,394	54,343	(1,068)	185,646
Supplies and Equipment:						
Office Supplies	25,750	37,540	11,789	37,682	11,932	158,010
Signs/Banners	14,274	24,052	9,778	10,757	(3,517)	130,436
Decorations/Props	30,043	21,472	(8,571)	13,866	(16,177)	225,247
Small Equipment	17,171	23,708	6,537	22,476	5,305	38,552
Audio Visual	14,178	13,660	(518)	5,945	(8,233)	43,560
Software	27,079	39,265	12,186	55,215	28,137	55,691
Computer Hardware & Peripherals	21,830	26,855	5,025	20,771	(1,059)	40,455
Farm	14,331	17,448	3,117	13,121	(1,209)	81,748
Ticketing/Wristbands	7,990	15,542	7,551	9,269	1,279	53,232
Equipment Rental	39,901	118,652	78,751	82,312	42,412	2,628,389
Equipment Maintenance & Supplies	74,348	86,800	12,452	70,916	(3,431)	208,491
Uniforms & Laundry	20,222	28,321	8,099	14,302	(5,920)	89,654
Subtotal	307,117	453,313	146,196	356,634	49,516	3,753,465
Facility and Related:						
Maintenance of Buildings/Grounds	109,019	78,948	(30,071)	62,081	(46,938)	275,196
Utilities	211,649	250,414	38,765	208,689	(2,960)	1,352,814
Trash/Waste Removal	179,777	249,762	69,985	206,326	26,548	1,587,355
Rental of Facilities	-	300	300	-	-	1,000
Special Repairs	96,595	116,350	19,755	94,586	(2,009)	615,700

32nd D A A - OC Fair & Event Center
Statement of Operations - Detailed (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017 Year to Date Amount	Budget Year to Date Amount	Budget Variance	2016 Year to Date Amount	Year over Year Variance	Full 2017 Budget
Subtotal	597,041	695,774	98,734	571,682	(25,359)	3,832,065
Publicity and Related:						
Photography	1,025	12,050	11,025	6,289	5,264	24,139
Contests	-	7,000	7,000	5,691	5,691	7,400
Printing	34,749	30,755	(3,994)	16,011	(18,738)	64,680
Advertising - Outdoor	3,000	4,100	1,100	-	(3,000)	214,250
Advertising - Radio	55,541	132,500	76,959	109,799	54,258	371,750
Advertising - TV	-	-	-	-	-	500,000
Advertising - Print	13,713	9,164	(4,549)	905	(12,808)	132,914
Advertising - Online	11,630	54,123	42,493	32,016	20,386	324,624
Promotional Expense	30,598	31,127	529	25,955	(4,643)	117,835
Brochure Printing	-	2,500	2,500	-	-	57,450
Buttons Printing	-	2,200	2,200	-	-	10,780
Media Relations	892	7,093	6,201	1,787	894	10,800
Public Relations Expense	8,552	20,445	11,892	13,947	5,395	109,174
Design & Production	-	5,400	5,400	-	-	16,200
Sponsorships	22,907	66,400	43,493	38,413	15,505	334,265
Special Projects	1,762	3,250	1,488	3	(1,759)	6,250
Subtotal	184,370	388,108	203,737	250,814	66,444	2,302,511
Self-Produced Events Attractions Expense:						
Arena/Hangar Acts	-	-	-	-	-	583,663
Grounds Acts	20,398	17,000	(3,398)	16,200	(4,198)	586,400
Major Acts	-	-	-	-	-	4,000,000
Attractions Hospitality	-	-	-	-	-	119,238
Subtotal	20,398	17,000	(3,398)	16,200	(4,198)	5,289,300
Other Self-Produced Event Expense:						
Competition Handbook	1,246	2,100	854	2,093	847	2,100
Jr. Livestock Auction Costs	-	540	540	540	540	299,842
Subtotal	1,246	2,640	1,394	2,634	1,388	301,942
Premium Expense:						
Cash Premiums	1,540	1,500	(40)	1,440	(100)	89,000
Trophies, Ribbons	2,059	2,600	541	2,592	533	22,752
Subtotal	3,599	4,100	501	4,032	433	111,752
Other Operating Expenses:						
Cash Shortages/(Overages)	18	686	668	(1,096)	(1,114)	14,468
Dues & Subscriptions	30,727	47,997	17,270	22,333	(8,393)	82,798
Bank Charges	28,035	39,726	11,691	35,262	7,226	386,927
Miscellaneous Expense	11,474	10,100	(1,374)	14,118	2,644	167,072
Subtotal	70,254	98,509	28,254	70,617	363	651,266
TOTAL OPERATING EXPENSE	**5,105,866**	**6,643,393**	**1,537,527**	**5,355,898**	**250,031**	**36,897,631**
Non-Operating Expenses						
Depreciation Expense	1,087,572	1,033,332	(54,240)	938,686	(148,886)	3,099,996
Major Projects	141,948	255,734	113,786	100,282	(41,666)	260,004
* Pension Expense - GASB 68	-	300,000	300,000	-	-	900,000
Prior Year Expense	22,210	-	(22,210)	25,486	3,276	-
TOTAL NON-OPERATING EXPENSE	**1,251,730**	**1,589,066**	**337,336**	**1,064,453**	**(187,277)**	**4,260,000**
TOTAL EXPENSES	**6,357,596**	**8,232,459**	**1,874,863**	**6,420,351**	**62,754**	**41,157,631**
NET PROCEEDS	**$ (3,308,413)**	**$ (5,142,173)**	**$ 1,833,760**	**$ (3,209,521)**	**$ (98,892)**	**$ 4,799,842**

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

Statement of Cash Flows (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Excess of Expenses Over Revenues	$ (3,308,413)	$ (3,209,521)
Adjustment to Reconcile Excess of Revenue Over Expenses to Net Cash Provided by Operating Activities:		
Non-Cash Charges (Credits) to Net Income		
Depreciation Expense	1,087,572	938,686
(Increase) Decrease in Assets		
(Increase) Decrease in Accounts Receivable	(2,947,109)	(1,423,775)
(Increase) Decrease in Notes Receivable	0	253,158
(Increase) Decrease in Deferred Expenses	(517,674)	(455,888)
Increase (Decrease) in Liabilities		
Increase (Decrease) in Accounts Payable	(207,731)	144,012
Increase (Decrease) in Deferred Revenue	6,783,453	6,080,350
Increase (Decrease) in Payroll Liabilities	(5,073)	(25,083)
Increase (Decrease) in Deposits	9,501	16,039
Total Adjustments	4,202,939	5,527,499
Net Cash Provided (Used) by Operating Activities	894,526	2,317,978
CASH FLOWS FROM INVESTING ACTIVITES		
(Increase) Decrease in Capital Projects in Progress	(2,382,749)	(8,860)
(Increase) Decrease in Building & Improvements	21,614	(2,003,433)
Net Cash Provided (Used) by Investing Activities	(2,361,135)	(2,012,293)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Cash Provided (Used) by Financing Activities	0	0
NET INCREASE (DECREASE) IN CASH	(1,466,609)	305,685
Cash and Cash Equivalent - Beginning of Year	38,206,988	33,577,520
Cash and Cash Equivalent - End of Period	**$ 36,740,379**	**$ 33,883,205**

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
For the Four Months Ended April 30, 2017

Description	2017 Budget		2017 Spent	2017 Remaining
Buildings and Improvements				
AG Memorial - c/o 2016	$46,199		$46,199	$0
Heroes Hall	0		412,240	(412,240)
Bldg 14: Roof - c/o 2016	50,000		0	50,000
Cent Farm: Pipe Corral - c/o 2016	80,000		0	80,000
Landscape Layout Redesign	0		11,953	(11,953)
Parking Lot: LED Conversion - c/o 2016	102,775		0	102,775
Plaza Pacific:Lobby Doors - c/o 2016	6,114		0	6,114
Pacific Pacific: Turf	0		7,025	(7,025)
Bioswale - Arlington Beautification	1,800,000		1,500,000	300,000
Migrant AG Worker Memorial	250,000		221,083	28,917
Fall Protection - Pac Amp	70,000		4,675	65,325
Tower Ladders - Pac Amp	40,000		20,733	19,267
Chain Link Fence - Arlington	35,000		0	35,000
Building Improvement - EE	70,000		40,458	29,542
Reroof - Courtyard	40,000		0	40,000
Restroom Remodel - Maint Dept	32,000		0	32,000
Trailer Remodel - Pac Amp	10,000		0	10,000
Hen House - Centennial Farm	18,000		0	18,000
HVAC Retrofit - Costa Mesa Bldg	100,000		0	100,000
(2) Irrigation Pumps - PacAmp Berm	80,000		0	80,000
New Asphalt - Ranch House	50,000		0	50,000
F & E - Exhibits *(*see Major Projects)*	45,000	*	0	45,000
F & E - Heroes Hall *(*see Equipment/Major Projects)*	25,000	*	0	25,000
F & E - Ranch House *(*see Major Projects)*	45,000	*	0	45,000
Furniture & Equip - Administration	50,000		0	50,000
K-Rails (100)	50,000		0	50,000
Magnetometers (10)	45,000		0	45,000
2-Yard Dumpsters (10)	40,000		0	40,000
Electric Car Charging Stations	75,000		0	75,000
Centennial Barn Repair	30,000		0	30,000
Duct Sock - Baja Blues	15,000		0	15,000
Office Upgrade - Admin Bldg	25,000		0	25,000
Picnic Tables (30)	15,000		0	15,000
Gutter and Downspout - Maint	10,000		9,220	780
Custom Tables (Exhibit Display)	15,000		0	15,000
Fall Protection - Costa Mesa Bldg	10,000		0	10,000
Silo Renovation	52,000		0	52,000
Square Tube Fence Panel	15,000		0	15,000
Recycling & Garbage Cans (80)	20,000		0	20,000
Portable Staging	20,000		0	20,000
Total Buildings and Improvements	**$3,482,088**		**$2,273,586**	**$1,208,502**

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
For the Four Months Ended April 30, 2017

Description	2017 Budget		2017 Spent	2017 Remaining
Carnival/Marketplace Improvements				
Lot G: Asphalt Repair - c/o 2016	$150,614		$42,594	$108,020
Carnival: Asphalt Repair / Seal	0		44,720	(44,720)
Total Carnival/Marketplace Improvements	**$150,614**		**$87,314**	**$63,300**
Equipment				
Portable Electric Panels (6) - c/o 2016	$30,000		$0	$30,000
HH Display Fixtures/Walls/Lighting	65,000		0	65,000
Taylor Dunn Carts (3) Event Ops *(*see Major Projects)*	36,000		12,715	23,285
LED Sign Upgrade	10,000		0	10,000
Facility AED's	10,000		0	10,000
Trailer for "OC FAIR" Letters	16,000		0	16,000
Farm Truck - Stake Bed	13,000		0	13,000
Fair Matieral	12,000		0	12,000
AV Equipment	18,000		0	18,000
F & E - Heroes Hall	0	*	9,134	(9,134)
Total Equipment	$210,000		$21,849	$188,151
Total Capital Expenditures	**$3,842,702**		**$2,382,749**	**$1,459,953**
Major Projects				
Fence: Paint Perimeter Green	$0		$8,700	($8,700)
Master Plan	175,734		24,266	151,468
Asphalt Repairs - Livestock	40,000		0	40,000
Landscaping Upgrades - PacAmp	30,000		18,000	12,000
Sound Wall Repair - PacAmp	10,000		0	10,000
F & E - Exhibits	0	*	30,848	(30,848)
F & E - Heroes Hall	0	*	31,673	(31,673)
F & E - Ranch House	0	*	10,509	(10,509)
Taylor Dunn Carts (3) Event Ops	0	*	17,952	(17,952)
Total Major Projects	**$255,734**		**$141,948**	**$113,786**
Contingency Fund	**$143,000**		**$0**	**$143,000**
Total Capital Expenditures, Major Projects & Contingency Fund	**$4,241,436**		**$2,524,697**	**$1,716,739**

OC Fair & Event Center
Accounts Payable Checks Summary
April 2017

Check No.	Date	Vendor Name	Amount
81200	4/6/2017	Association of State CA Supervisors	72.00
81201	4/6/2017	AT&T	1,004.56
81202	4/6/2017	California Technology Agency	839.00
81203	4/6/2017	California Fair Services Authority	1,959.65
81204	4/6/2017	California Fair Services Authority	550.00
81205	4/6/2017	Citi Bank	1,899.82
81206	4/6/2017	City of Costa Mesa	500,000.00
81207	4/6/2017	CCS Orange County Janitorial, Inc.	2,136.24
81208	4/6/2017	The Dave Linden Group	1,199.00
81209	4/6/2017	DeltaCare USA	677.74
81210	4/6/2017	Delta Dental Plan Of California	4,899.36
81211	4/6/2017	Event Production Solutions, LLC	2,400.00
81212	4/6/2017	Fair Media Solutions, LLC	1,747.50
81213	4/6/2017	Fuscoe Engineering, Inc.	1,500.00
81214	4/6/2017	IUOE, Craft/Maint. Division	1,372.00
81215	4/6/2017	Jerry Eldridge	85.49
81216	4/6/2017	Jonelle Yamasaki	27.82
81217	4/6/2017	Kaiser Permanente	40,968.43
81218	4/6/2017	Kennah Construction, Inc.	6,900.00
81219	4/6/2017	Nick Buffa	104.70
81220	4/6/2017	OC Science & Engineering Fair	1,358.00
81221	4/6/2017	CA Public Employees Retirement System	8,655.62
81222	4/6/2017	CA Public Employees Retirement System	53,083.80
81223	4/6/2017	SEIU Local 1000 CA State Employees Asso.	2,002.09
81224	4/6/2017	Quijote Corporation dba Sensis	8,855.11
81225	4/6/2017	Spectra	603.39
81226	4/6/2017	Synergy Global Entertainment, Inc	30,095.66
81227	4/12/2017	Accountemps, Inc.	2,546.60
81228	4/12/2017	Ben's Asphalt, Inc.	44,720.00
81229	4/12/2017	Bill Young Productions, Inc.	135.00
81230	4/12/2017	Citi Bank	77.10
81231	4/12/2017	CCS Orange County Janitorial, Inc.	924.54
81232	4/12/2017	Moor+South/Pier Mngmt Co., LP (Tandem)	4,908.00
81233	4/12/2017	CR&R Inc.	75.00
81234	4/12/2017	CR&A Custom, Inc.	107.15
81235	4/12/2017	Fuscoe Engineering, Inc.	2,828.75
81236	4/12/2017	Golden Rain Foundation	298.80
81237	4/12/2017	Hart Ranch	2,430.00
81238	4/12/2017	Howard Sandler	80.64
81239	4/12/2017	JamBase, Inc.	1,500.00
81240	4/12/2017	Kenneth A Cowell	1,500.00
81241	4/12/2017	Taxi Production, Inc. dba KJLH Radio	2,129.25
81242	4/12/2017	KOLA	5,100.00
81243	4/12/2017	Lisa Sexton	7,346.75
81244	4/12/2017	Medical and Safety Management, Inc.	850.36

OC Fair & Event Center
Accounts Payable Checks Summary
April 2017

Check No.	Date	Vendor Name	Amount
81245	4/12/2017	Gravity Technologies Inc.	547.00
81246	4/12/2017	nQativ, LLC	7,644.00
81247	4/12/2017	Orange County City Manager Association	150.00
81248	4/12/2017	O.C. Special Event Security, Inc.	4,370.00
81249	4/12/2017	Oh! Snap Studios	4,999.00
81250	4/12/2017	State Personnel Board	1,615.00
81251	4/12/2017	Pinnacle Petroleum, Inc.	717.30
81252	4/12/2017	PJL Enterprise Group	2,148.54
81253	4/12/2017	Ryan Pipkin	1,500.00
81254	4/12/2017	Scott Brothers Dairy, Inc.	480.00
81255	4/12/2017	Southern California Edison	4,124.55
81256	4/12/2017	Sound Media Fusion, LLC	5,894.00
81257	4/12/2017	Spectra	228.46
81258	4/12/2017	SPK Technologies LLC	1,800.00
81259	4/12/2017	State Disbursement Unit	400.23
81260	4/12/2017	Student Magazine Spring 2017	50.00
81261	4/12/2017	Tour Design Creative Services	940.00
81262	4/12/2017	West Coast Emergency Medical Services	2,235.00
81263	4/13/2017	Remove It Restoration, Inc.	3,880.00
81264	4/19/2017	JRH Construction Company, Inc	152,573.27
81265	4/19/2017	Southern California Edison	28,392.43
81266	4/19/2017	C H Johnson Consulting, Inc.	24,266.25
81267	4/19/2017	SHI International Corp.	22,380.24
81268	4/19/2017	Lopez Works, Inc.	18,677.00
81269	4/19/2017	Commercial Door Metal Systems, Inc.	18,399.00
81270	4/19/2017	Yale/Chase Equipment and Services, Inc.	12,714.50
81271	4/19/2017	Imagination Gallery, Inc.	12,700.00
81272	4/19/2017	Haagmade, Inc.	12,631.48
81273	4/19/2017	California Fair Services Authority	12,615.65
81274	4/19/2017	CR&R Inc.	9,866.66
81275	4/19/2017	CCS Orange County Janitorial, Inc.	9,527.94
81276	4/19/2017	Lisa Sexton	7,346.75
81277	4/19/2017	VStar Entertainment, LLC	6,010.25
81278	4/19/2017	Great American Entertainment Co.	4,998.00
81279	4/19/2017	Pinnacle Landscape Company	4,797.00
81280	4/19/2017	ATI Architects and Engineers	4,525.00
81281	4/19/2017	Verizon Wireless	3,154.65
81282	4/19/2017	Spectra	3,134.56
81283	4/19/2017	TalentWise, Inc.dba Sterling Talent Solu	2,880.00
81284	4/19/2017	Dr. Solar's Medicine Show	2,700.00
81285	4/19/2017	American Vintage Designs	2,636.00
81286	4/19/2017	Kiel Johnson	2,500.00
81287	4/19/2017	Department of Justice	2,210.00
81288	4/19/2017	Modular Space Corporation / Modspace	2,006.36
81289	4/19/2017	Boyd & Associates, Inc.	1,963.50

OC Fair & Event Center
Accounts Payable Checks Summary
April 2017

Check No.	Date	Vendor Name	Amount
81290	4/19/2017	Accountemps, Inc.	1,455.20
81291	4/19/2017	Haaker Equipment Company	1,424.73
81292	4/19/2017	Certified Folder Display Service, Inc.	1,120.32
81293	4/19/2017	Sand Sports Super Show	977.75
81294	4/19/2017	Terry Moore	721.36
81295	4/19/2017	Roy Englebrecht Promotions	536.75
81296	4/19/2017	Reidman Dairy Services	353.00
81297	4/19/2017	Crainco, Inc.	330.00
81298	4/19/2017	California Fairs Financing Authority	271.50
81299	4/19/2017	Barbara Gregerson	250.81
81300	4/19/2017	AT&T	247.84
81301	4/19/2017	BurrellesLuce	214.10
81302	4/19/2017	Orange County Treasurer-Tax Collector	206.14
81303	4/19/2017	Orange County Wine Society, Inc.	163.50
81304	4/19/2017	Pamela Wnuck	127.16
81305	4/19/2017	California Fair Services Authority	110.00
81306	4/19/2017	AT&T	90.00
81307	4/19/2017	AT&T	76.36
81308	4/19/2017	Safeguard Health Plans	37.62
81309	4/27/2017	Patricia Nicholl	250.00
81310	4/27/2017	Patricia Nicholl	1,250.00
81311	4/27/2017	Accountemps, Inc.	1,455.20
81312	4/27/2017	Advanced Surfaces, Inc.	2,976.00
81313	4/27/2017	Anaheim Chamber of Commerce	900.00
81314	4/27/2017	Arden Kremer	150.00
81315	4/27/2017	AT&T	4,573.53
81316	4/27/2017	California Fair Services Authority	198.00
81317	4/27/2017	California Technology Agency	839.00
81318	4/27/2017	Carol Mann	300.00
81319	4/27/2017	CCS Orange County Janitorial, Inc.	147.50
81320	4/27/2017	Christian Hackett	800.00
81321	4/27/2017	CR&A Custom, Inc.	3,509.19
81322	4/27/2017	Flory's Sheep Shearing	300.00
81323	4/27/2017	Hahn & Bowersock, Inc.	1,449.50
81324	4/27/2017	Internal Revenue Service	960.00
81325	4/27/2017	JamBase, Inc.	1,500.00
81326	4/27/2017	Jose Martinez Tree Service, Inc.	18,000.00
81327	4/27/2017	Kathryn Tomajan	150.00
81328	4/27/2017	KBIG FM Radio	2,975.00
81329	4/27/2017	Khavarian Enterprises, Inc. dba Vision C	6,600.00
81330	4/27/2017	KOST-FM	2,953.75
81331	4/27/2017	KROQ - FM	5,044.75
81332	4/27/2017	Lawrence Michael Jacobs	150.00
81333	4/27/2017	Leslie Trasport	605.00
81334	4/27/2017	Mesa Water District	15,561.68

OC Fair & Event Center
Accounts Payable Checks Summary
April 2017

Check No.	Date	Vendor Name	Amount
81335	4/27/2017	Noble Iron, Inc.	701.10
81336	4/27/2017	nQativ, LLC	562.50
81337	4/27/2017	Resin Music, LLC	2,000.00
81338	4/27/2017	Ricoh Americas Corporation	3,643.15
81339	4/27/2017	Robertson's	586.16
81340	4/27/2017	Sectran Security, Inc.	100.00
81341	4/27/2017	Sound Media Fusion, LLC	2,070.00
81342	4/27/2017	Southern California Edison	3,235.44
81343	4/27/2017	State Disbursement Unit	463.82
81344	4/27/2017	The Gas Company	178.38
81345	4/27/2017	Theresa Vargas (Urban Chickens)	800.00
81346	4/27/2017	Thomas L Curry	150.00
81347	4/27/2017	TMT Productions LLC dba Night Run Nation	8,859.25
81348	4/27/2017	Tour Design Creative Services	1,000.00
81349	4/27/2017	Trademark Hoist, Inc.	5,337.67
81350	4/27/2017	UTP Productions, Inc.	1,694.34
81351	4/27/2017	West Coast Emergency Medical Services	1,627.50
Total April 2017 AP Checks			**1,297,206.04**

OC Fair & Event Center
Electronic Payments Summary
April 2017

Reference No.	Date	Vendor Name	Amount
ER3857589208	4/4/2017	Paypal, Inc.	59.95
E49354582	4/4/2017	Pitney Bowes	50.00
E49354582	4/12/2017	Pitney Bowes	3,000.00
E14778178	4/13/2017	CA Public Employees Retirement System	2,459.63
E14778178	4/24/2017	CA Public Employees Retirement System	152,824.88
Eceb4e91bc0	4/28/2017	US Bank	135,079.65

ACH Banking Fees / Credit Card Fees / Payroll Tax Transactions	
American Express Credit Card Fees	339.37
Authorize.Net Fees	61.10
Banking Analysis Fee	
Chargebacks	
Gateway Services Fees	10.00
Global Pay Fees	140.44
Merchant Service Bankcard Fees	2,233.48
Paymentech Credit Card Merchant Fees	2,010.43
Payroll Taxes	142,069.29
Uaccept.com	39.00
Total April 2017 Electronic Payments	**440,377.22**

OC Fair & Event Center Premium Checks Summary February 2017			
Check No.	**Date**	**Vendor Name**	**Amount**
35307	4/25/2017	VOID	(14.00)
36348	4/25/2017	Matthew Corona	14.00
Total April 2017 Premium Checks			**-**

OC Fair & Event Center
Junior Livestock Auction Checks Summary
April 2017

Check No.	Date	Vendor Name	Amount
11902	4/25/2017	VOID	(952.75)
12082	4/25/2017	La Habra Hilltoppers 4-H	952.75
Total April 2017 Junior Livestock Auction Checks			**0.00**

MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD April 27, 2017

1. CALL TO ORDER:
Chair Berardino called the meeting to order at 9:01a.m.

2. MISSION STATEMENT

3. PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was recited by Reggie Mundekis. Roll call was taken by Summer Angus.

4. DIRECTORS PRESENT:
Chair Berardino, Vice Chair Bagneris, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham

DIRECTORS ABSENT/EXCUSED: None.

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; Jerry Eldridge, OCFEC Director of Facilities; Terry Moore, OCFEC Director of Communications; Howard, Sandler, OCFEC Director of Events; Elaine Kumamoto, OCFEC Director of Finance; Nick Buffa, OCFEC Director Security & Traffic; Josh Caplan, Office of the Attorney General; Denise Herft, Stenographer; Tamara Goddard, Tandem; Scott Bruno, Tandem; Juan Quintero, Spectra; Kelly Shelton, City of Costa Mesa; Stephen Spriggs, Jay Humphrey; Reggie Mundekis; Beth Refakes; Jeff Teller

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, gave a recap of the Imaginology event that occurred April 21-23, 2017.

Adam Carleton, OCFEC VP Finance & Administration presented the March 2017 financials.

Kramer gave a progress update on the Agricultural Workers Memorial.

Kramer reported the conclusion of the third master site plan stakeholder meeting and announced that the public stakeholder meeting will take place June 5, 2017.

Kramer thanked Director Cervantes for introducing her to the Taller San Jose Hope Builders nonprofit organization. Kramer shared that she was appointed to their Board of Directors.

Kramer delivered an update on the progress of Senate Bill SB 741.

Kramer reported that the City Council of Costa Mesa voted to move forward with the production of a 4th of July celebration event at the fairgrounds.

Kramer announced that on May 23rd Heroes Hall will host *Voices*, a Veterans Storytelling project. She also announced that Heroes Hall Educators Night will be held May 18th for teachers to learn about school field trip opportunities.

Vice Chair Bagneris joined the meeting at 9:11 a.m.

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

Kramer reported that since the March Board meeting, staff had spent an estimated 65 hours, at a cost of $2,650.70, fulfilling public records requests.

6. PUBLIC COMMENT

Jay Humphrey, Costa Mesa resident, suggested more public meetings and more public involvement in master site planning process.

Beth Refakes suggested a modification of the language in the OCFEC rental agreements to include a clause that specifically precludes any promoter the ability to authorize any third party to march or gather at the fairgrounds.

7. MINUTES:

A. Board Meeting held March 23, 2017

Vice Chair Bagneris pointed out a correction to be made in the minutes for the cost of fulfilling public records requests. The corrected amount should be $1896.27.

ACTION: Vice Chair Bagneris motioned and Director Ruiz seconded to review and approve the minutes, with the correction of $1896.27 made to the cost of fulfilling public records requests, from the Board meeting held March 23, 2017. **MOTION CARRIED. AYES: Chair Berardino, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham. NAYES: None. ABSTENTION: Vice Chair Bagneris.**

8. CONSENT CALENDAR

A. Standard Agreements: SA-059-17FT; SA-061-17HB; SA-075-17FT; SA-077-17FT; SA-078-17FT; SA-079-17FT; SA-080-17FT; SA-082-17FT; SA-084-17FT; SA-086-17GE; SA-091-17PA; SA-092-17GE; SA-093-17GE; SA-094-17GE; SA-095-17PA; SA-096-17YR; SA-097-17FT; SA-098-17CF; SA- 099-17CF; SA-100-17CF; SA-101-17CF; SA-102-17FT; SA-103-17FT; SA-104-17FT; SA-105-17FT; SA-106-17FT; SA-107-17FT; SA-108-17FT; SA-109-17FT; SA-110-17FT; SA-111-17FT; SA-112-17FT; SA-113-17FT; SA-114-17FT; SA-115-17FT; SA-116-17FT; SA-117-17FT; SA-118-17FT; SA-119-17FT ;SA-120-17FT; SA-121-17FT; SA-122-17FT; SA-123-17FT; SA-124-17FT; SA-125-17FT; SA-127-17HB; SA-128-17GE; SA-130-17BB; SA-131-17PA; SA-134-17BB; SA-135-17PA; SA-136-17PA; SA-137-17GE; SA-138-17HB; SA-139-17BB; SA-144-17BB; SA-145-17BB

B. Amendments: SA-35-14FV (Amend. #3); (SA-50-14BS Amend. #2)

C. Rental Agreements: R-013-17; R-014-17; R-028-17; R-047-17; R-051-17; R-085-17; R-094-17; R-096-17; R-100-17; R-103-17; 17 IO-FE 74; 17 IO-FE 75; 17 IO-FE 76; 17 IO-FE 77

D. Active Joint Powers Authority Agreements: 03217013

E. Commercial Rental Agreements: 17031; 17104; 17107; 17110; 17111; 17114; 17116; 17117; 17118; 17119; 17120; 17121; 17123; 17126; 17127; 17129; 17130; 17131; 17132; 17133; 17134; 17135; 17136; 17138; 17139; 17140; 17141; 17142; 17143; 17144; 17145; 17146; 17147; 17148; 17149; 17150; 17151; 17152; 17153; 17154; 17155; 17156; 17157; 17158; 17159; 17160; 17161; 17162; 17163; 17164; 17165; 17166; 17167; 17168; 17169; 17170; 17173; 17174; 17176; 17177; 17178; 17179; 17180; 17181; 17182; 17183; 17184; 17187; 17188; 17189; 17194; 17195; 17196; 17197; 17198; 17199; 17200; 17201; 17202; 17203; 17211; 17212; 17213; 17215; 17216; 17220; 17221; 17222; 17223; 17224; 17225; 17226; 17229; 17230; 17231; 17232; 17233; 17234; 17235; 17236; 17238; IMCOM-01-17; IMCOM-02-17; IMCOM-03-17; IMCOM-04-17; IMCOM-05-17; IMCOM-06-17; IMCOM-07-17; IMCOM-08-17

F. Concession Agreements: 17500; 17501; 17502; 17503; 17504; 17505; 17506; 17507; 17508; 17509; 17510; 17511; 17512; 17515; 17516; 17517; 17523; 17524; 17525; 17526; 17527; 17528; 17529; 17530; 17531; 17532; 17536; 17538; 17540; 17541; 17542; 17543; 17545; 17546; 17547; 17548; 17549; 17550; 17551; 17552; 17553; 17554; 17555; 17557; 17559; 17560; 17561; 17562; 17563; 17564; 17565; 17568; 17569; 17576; 17577; 17582; 17584; 17585; 17587; 17589; 17590; 17591; 17592; 17593IMFO-01-17; IMFO-03-17; IMFO-04-17; IMFO-05-17; IMFO-07-17; IMFO-08-17; IMFO-09-17; IMFO-10-17;

IMFO-11-17; IMFO-12-17; IMFO-13-17; IMFO-14-17; IMFO-15-17; IMFO-16-17; IMFO-17-17; IMFT-01-17; IMFT-02-17

G. Platinum Rental Agreements: 17706; 17728

H. Judging Agreements: 1O-001-17; 1O-002-17; 1O-003-17; 1O-004-17; 1O-005-17; 1O-006-17; 1O-007-17; 1O-008-17; 1O-009-17; LS-001-17; LS-001-A-17; LS-002-17; LS-003-17; LS-005-17; LS-006-17; LS-007-17; LS-012-17; LS-014-17; LS-015-17; LS-016-17; LS-017-17; LS-018-17; LS-019-17; LS-020-17; LS-022-17; LS-023-17; LS-026-17; LS-027-17; LS-028-17;LS-029-17; LS-030-17; LS-031-17; LS-032-17

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-

Standard Agreements SA-091-17PA, SA-095-17PA, SA-131-17PA, SA-135-17PA were pulled from the Consent Calendar for further discussion.

Reggie Mundekis complained about the inclusion of proposed GA bleacher seats in the Pacific Amphitheatre artist agreements.

ACTION: Director Mouet motioned and Director La Belle seconded to review and approve the Consent Calendar with agreements SA-091-17PA; SA-095-17PA; SA-131-17PA; SA-135-17PA pulled for further discussion. **MOTION CARRIED. AYES: Chair Berardino, Vice Chair Bagneris, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham. NAYES: None.**

Josh Caplan, Office of the Attorney General (Counsel) stated that to date he has not seen anything to show that the Board or staff has not been compliant with the law.

Kramer stated that to her knowledge no additional seats have been added to the Pacific Amphitheatre.

Jerry Eldridge, OCFEC Director of Facilities, confirmed no knowledge of additional seats added to the Pacific Amphitheatre.

Director Tkaczyk and Eldridge discussed the Pacific Amphitheatre's actual reduction in seat capacity from its original capacity.

Chair Berardino stated his trust in the OCFEC's Executive Management team.

ACTION: Director Cervantes motioned and Director Aitken seconded to review and approve agreements SA-091-17PA, SA-095-17PA, SA-131-17PA, SA-135-17PA of the Consent Calendar. **MOTION CARRIED. AYES: Chair Berardino, Vice Chair Bagneris, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham. NAYES: None.**

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

i. Centennial Farm Foundation Board (Director Cervantes)
ii. Heroes Hall Veterans Foundation Board (Chair Berardino, Director La Belle)
iii. Financial Monitoring Committee (Vice Chair Bagneris, Director Pham)
iv. Workers Memorial Task Force (Chair Berardino, Director Aitken)
v. 2017 OC Fair City Liaison Committee (Director La Belle, Director Cervantes)
vi. Legislative Monitoring Task Force (Chair Berardino, Director Aitken)
vii. Master Site Plan Task Force (Director La Belle, Director Ruiz)
viii. Tenant Liaison Committee (Director Tkaczyk, Chair Berardino)
ix. Consumer Initiatives Task Force (Director Tkaczyk, Vice Chair Bagneris)
x. Agricultural Committee (Director Mouet, Director Cervantes)
xi. Equestrian Center Task Force (Director Aitken, Director Tkaczyk)

Chair Berardino, on behalf of the Heroes Hall Veterans Foundation Board, reported on fundraising efforts. Berardino also reported on potential new exhibits rotating through the museum. La Belle reported that Chair Berardino had made an excellent Heroes Hall presentation to the Orange County City Managers.

Vice Chair Bagneris, on behalf of the Financial Monitoring Committee, reported that the committee continues to meet once a month and are currently working on revising some of the financial reports.

Director La Belle, on behalf of the 2017 OC Fair City Liaison Committee, mentioned the Mayor and City Managers breakfast meeting at the fairgrounds will be on May 18th to unveil the City Days at the Fair. Richards added that this year the public information officers were also invited.

Director La Belle, on behalf of the Master Site Plan Task Force, stated that there will be ample opportunity for public input during the various phases of the master site planning process.

Director Aitken, on behalf of the Equestrian Center Task Force, stated that they had had their first meeting to go over the results of the

surveys received from the equestrian center users. She also said that one of the goals of the committee is to assess what tenants' envision for the future of the center. Aitken reported plans to have the committee visit other equestrian center facilities to observe different operations and community outreach programs.

B. Approval to Enter into Final Contract Renewal with Third Party Sponsorship and Sales Function Provider, Moor + South/Pier Management Co., LP, dba Tandem
Action Item

Kramer answered Director La Belle's question that the first quarter of 2018 the Request for Proposal (RFP) for a third party sponsorship and sales will go out for bid.

Director La Belle suggested the Tenant Liaison committee work with staff in developing the RFP.

ACTION: Director Cervantes motioned and Director Ruiz seconded to review and approve the Final Contract Renewal with Third Party Sponsorship and Sales Function Provider, Moor + South/Pier Management Co., LP, dba Tandem. **MOTION CARRIED. AYES: Chair Berardino, Vice Chair Bagneris, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham. NAYES: none.**

C. Approval to Release Five Year Strategic Business Plan, Request for Proposal (RFP)
Action Item

Kramer presented staff report.

Chair Berardino discussed the importance for the Board developing a defined vision for the operation of the property. He shared his support for procuring a facilitator to develop a five year strategic business plan.

Director Aitken shared her concerns of the large unbudgeted expenditure and concerns about the process prohibiting innovation.

Kramer explained the positives of having a five year strategic business plan.

Board and staff discussion continued around the five year strategic business plan concept.

Director Mouet commented on his experience with strategic planning and his support for it, stating that it is an important tool for

accountability and budgeting.

Director La Belle suggested to start the RFP process with the provision that the Chair or Vice Chair work with staff to develop the RFP.

ACTION: Director La Belle motioned and Director Cervantes seconded to review and approve to Release Five Year Strategic Business Plan, Request for Proposal (RFP). **MOTION CARRIED. AYES: Chair Berardino, Vice Chair Bagneris, Director Mouet, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham. NAYES: Director Aitken.**

D. Discussion Around Creating and Providing Staff Direction for Heroes Hall Museum and Agricultural Workers Memorial Dedication Plaques
Action Item

Chair Berardino asked that the plaques be completed by fair time.

Director Ruiz stepped out of the meeting.

ACTION: Director La Belle motioned and Director Cervantes seconded to review and approve to the creation of Heroes Hall Museum and Agricultural Workers Memorial Dedication Plaques. **MOTION CARRIED. AYES: Chair Berardino, Vice Chair Bagneris, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes and Director Pham. NAYES: None.**

E. Discussion to Establish Board Policy for Defining Terms of Service Agreement Contracts
Action Item. No vote taken.

Chair Berardino asked that no action be taken on the agenda item, instead for it to be handed over to the Tenant Liaison committee to discuss and report back to the Board their recommendations at the June meeting.

Director Ruiz rejoined the meeting at 10:04.

F. Discussion of Appointee, Stephen Spriggs to the Heroes Hall Veterans Foundation Board of Directors
Action Item

Chair Berardino introduced and gave a background on Vietnam veteran, Stephen Spriggs.

ACTION: Director Aitken motioned and Director Ruiz seconded to

review and approve Stephen Spriggs to the Heroes Hall Veterans Foundation Board of Directors. **MOTION CARRIED. AYES: Chair Berardino, Director Mouet, Director Aitken, Director Tkaczyk, Director La Belle, Director Cervantes, Director Ruiz and Director Pham. NAYES: None. ABSTENTIONS: Vice Chair Bagneris.**

G. California Department of Food and Agriculture – Fairs and Expositions Branch Visits
Information Item

Kramer delivered staff report.

10. CLOSED SESSION
No closed session.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle expressed his wish for a group Board ethics training be given by legal counsel.

Director Aitken congratulated Stephen Spriggs on his appointment to the Heroes Hall Veterans Foundation Board of Directors.

Vice Chair Bagneris shared her visit to Imaginology.

Director Cervantes congratulated Stephen Spriggs on his appointment and she also congratulated Kathy Kramer for her commitment to the community and her appointment to the Taller San Jose Board of Directors.

Director Pham commented that his family had a great time at Imaginoloy.

Ruiz congratulated staff on Imaginology and that he and his family had a great time at the event.

Chair Berardino asked to agendize the Perfect Attendance Award for all fairgoers as well as two plaques to be added to the Heroes Hall Medal of Honor Courtyard, to go before the Board for approval at the May Board meeting.

Chair Berardino announced he will be traveling for the next few weeks and that Vice Chair Bagneris will be acting Chair in his absence.

Jeff Teller thanked Kramer and staff for the cross promotion efforts for the OC Market Place over the past weekend.

12. NEXT BOARD MEETING: MAY 25, 2017

13. ADJOURNMENT

Director Ruiz motion and Director Cervantes seconded to adjourn. All Board members said Aye.

Meeting adjourned at 10:21 a.m.

_____
Nick Berardino, Chair

_____
Kathy Kramer, Chief Executive Officer

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-019-17SP	AMO Marketing, Inc.	Sponsorship	Imaginology	4/21/17-4/23/17	$1,000.00	
SA-050-17GE	IMG Artists, LLC f/s/o The Peking Acrobats	"The Peking Acrobats" performing on Heritage Stage	Fair Time	07/14/17 - 08/13/17		$79,500.00
SA-065-17FT	Brook Furniture	Courtyard Furniture Rental	Fair Time	07/01/17-08/31/18		$11,529.20
SA-076-17FT	Brook Furniture	Office Furniture Rental	Fair Time	7/1/17-08/31/18		$11,367.48
SA-089-17HB	Trevor Hall	Trevor Hall performing in The Hangar	Fair Time	07/23/17		$10,000.00
SA-132-17YR	Costa Mesa Police Dept	Coordinate Traffic Management	Year Round	04/01/17-03/31/18		$70,000.00
SA-133-17FT	Costa Mesa Police Dept	Coordinate Traffic Management	Fair Time	06/01/17-09/31/17		$375,000.00
SA-141-17AS	International Speedway, Inc.	"Speedway Derby" in the Action Sports Arena	Fair Time	07/15/17		$26,000.00
SA-142-17AS	International Speedway, Inc.	"X-Treme Freestyle Moto-X" in the Action Sports Arena	Fair Time	07/14/17		$26,000.00
SA-143-17AS	Flying U Rodeo Co., Inc.	"Extreme Rodeo," "Broncs & Bulls" and "Fiesta Del Charro" in the Action Sports Arena	Fair Time	7/31/17 - 08/07/17		$123,450.00
SA-153-17GE	All-Alaskan Racing Pigs, LLC	"All-Alaskan Racing Pigs" at the Livestock area	Fair Time	07/11/17 - 08/14/17		$37,600.00
SA-155-17SP	YMCA of Orange County	Sponsorship	Imaginology	4/21/17-4/23/17	$2,000.00	
SA-157-17SP	Rockin' Jump Orange County	Sponsorship	Imaginology	4/21/17-4/23/17	$1,200.00	
SA-158-17SP	Raising Cane's Restaurants, LLC	Sponsorship	Imaginology	4/21/17-4/23/17	$4,000 Cash, $25,000 (Trade)	
SA-159-17SP	John's Incredible Pizza Co.	Sponsorship	Imaginology	4/21/17-4/23/17	$1,200.00	
SA-160-17SP	IKEA US West, Inc.	Sponsorship	Imaginology	4/21/17-4/23/17	2500 (Trade)	
SA-162-17FT	County of Orange	Law enforcement	Fair Time	7/13/17-08/14/17		$575,000.00
SA-163-17YR	County of Orange	Law enforcement	Year Round	07/01/17-06/30/18		$175,000.00
SA-164-17SP	Driveshop, LLC (Chrysler)	Sponsorship	Imaginology	4/21/17-4/23/17	$2,500.00	
SA-165-17PA	Danielle Rosner	"Honey County" performing in Pacific Amphitheatre	Fair Time	08/13/17		$1,000.00
SA-166-17PA	Jeramiah Red	"Jeramiah Red" performing in Pacific Amphitheatre	Fair Time	07/15/17		$1,000.00
SA-168-17FT	PRG (California) Inc.	Video Equipment and Services (Pac Amp)	Fair Time	7/1/2017-6/30/19		$579,232.40

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-169-17FT	Sean Chao and Friends	Exhibition-Ready Work Art	Fair Time	07/14/17-08/13/17		$500.00
SA-170-17GE	Terry L. Donaldson	"Sparkles Delight the Clown"	Fair Time	07/28/17 - 08/13/17		$6,180.00
SA-171-17GE	Denis Martinez	"Raviloi the Clown"	Fair Time	07/28/17 - 08/13/17		$6,180.00
SA-172-17GE	Diego Barquinero	"Veekay the Clown"	Fair Time	07/28/17 - 08/13/17		$6,180.00
SA-173-17SP	LA Limited Partnership DBA Verizon Wireless	Sponsorship	Fair Time	7/1/17-8/14/17	$23,000.00	
SA-175-17FT	Executive Services LLC	Security Pre and Post Fair	Pre-Post Fair	05/15/17-09/9/17	$48,691.00	

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-058-17FT #1	Eventcorp Services, Inc.	Provide hand sanitizer at Kiosk survey (With option years)	Fair Time	05/01/17-04/30/19		$4,125.00
SA-192-16FT #1	Absolute International Security	Armed Security Services, additional service hours	Fair Time	7/1/16-5/30/19		$4,904.00

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-156-17SP	State Treasurer's Office (Scholar Share Investment)	Sponsorship	Imaginology	04/21/17-04/23/17	$1,200.00	

Letters of Understanding

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

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R mar A mar F (D)

AGREEMENT NUMBER	
SA-019-17SP	**A-**

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

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
AMO MARKETING, INC.

2. The term of this Agreement is: **April 22, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$1,000 (CASH)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
AMO Marketing, Inc.

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Angela Ortez

ADDRESS
324 S. Beverly Drive, #134 , Beverly Hills, CA 90212

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association / Division of Fairs & Expositions

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER
✍ Date

☐ CONTRACTS MANAGER ☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

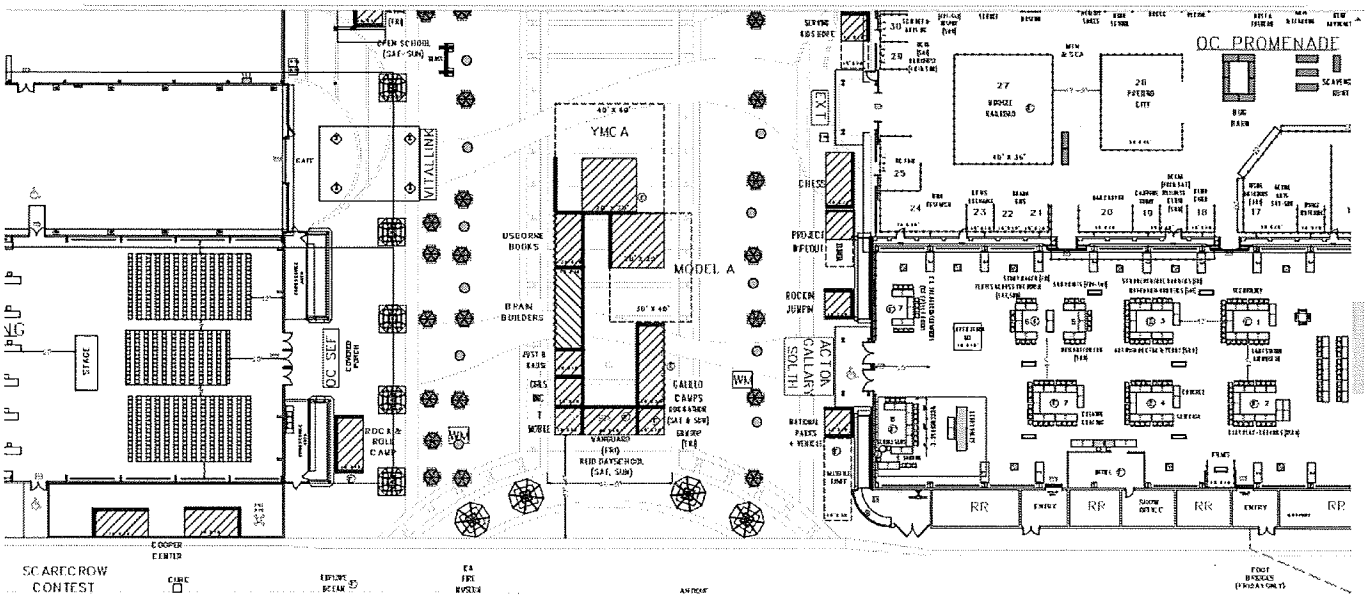
AMO MARKETING, INC.
Angela Ortez, Owner
310.722.8215
Via: Lila Sadeghi/Tandem Partnerships
(949) 235-7618

CONTRACTOR AGREES:

1. AMO Marketing, Inc. to be a sponsor of the 2017 Imaginology event on Saturday, April 22, 2017 – April 23, 2017 only.
2. To make payment of ONE THOUSAND ($1,000) to the OC Fair & Event Center By April 14, 2017.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
   a. All staff should be in AMO Marketing, Inc. company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 PM, April 7, 2017.
8. To have its displays fully staffed by uniformed representatives:
   a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 5:00 pm on Saturday, April 22nd and Sunday, April 23rd, 2017.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event

DISTRICT AGREES:

1. To provide AMO Marketing, Inc. with Sponsorship of the 2017 Imaginology Event. AMO will promote their vacation destination company, give away theme park tickets to prospective customers and provide a spin wheel for additional prizes.
2. To acknowledge Sponsor as a Sponsor of the 2017 Imaginology Event.
3. To provide Sponsor one (1) 10'x10' space located in the Main Mall for Saturday, April 22 and Sunday, April 23, 2017.
4. To include Sponsor logo:
   a. On the 2017 Imaginology web site with a link to the Sponsor web site.
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

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

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

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

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

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-050-17GE

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
IMG ARTISTS, LLC F/S/O THE PEKING ACROBATS

2. The term of this Agreement is: **07/14/17** through **08/13/17** **FED ID:**

3. The maximum amount of this Agreement is: **$79,500.00**

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

Exhibit A – Scope of Work – **To present The Peking Acrobats on the Heritage Stage at the 2017 OC Fair. See Page 2 for additional details.**	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 7
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 12 – 15
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 16 – 18
Exhibit G – Additional Provisions – The Peking Acrobats Technical Rider Requirements, as amended	Pages 19 – 32

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
IMG ARTISTS, LLC F/S/O THE PEKING ACROBATS

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Lauren Goff, Tour and Production Associate

ADDRESS
7 West 54th Street, New York, NY 10019
(212) 994-3513 lgoff@imgartists.com

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

IMG Artists, LLC
Name: Lauren Goff
Title: Tour and Production Associate
Phone number: (212) 994-3513

CONTRACTOR AGREES:

A. To provide "The Peking Acrobats" on the Heritage Stage for twenty-three (23) days from July 14 – August 13 at the 2017 OC Fair.

B. To provide ten to twelve (10-12) performers and one (1) translator/manager for each performance.

C. To perform three (3) thirty (30)-minute performances Wednesday through Friday, and four (4) thirty (30)-minute performances on Saturday and Sunday. There shall be no performances on Mondays and Tuesdays.

D. At the discretion of the District, some of these performances may be eliminated.

E. To provide all necessary props, costumes, and supplies for performances.

F. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

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

STATE AGREES:

A. To provide schedule of performances.

B. To provide appropriate production (lights, sound, etc.) and staging elements.

C. To provide dressing rooms and a staging area.

D. To provide water and towel service.

E. To provide all necessary credentials, admissions and parking passes.

F. To allow Contractor to sell merchandise. Items shall be pre-approved by the District.

G. To pay Contractor a total sum not to exceed SEVENTY NINE THOUSAND FIVE HUNDRED DOLLARS ($79,500.00) upon satisfactory completion of services herein required. Fee is inclusive of all expenses, including, but not limited to, international travel, international air cargo, P-1 visas, accommodations, food, and travel to and from the OC Fair each day. Payment schedule is as follows:

    1. THIRTY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($39,750.00) for services completed through Friday, July 21, 2017. Payment shall be mailed via Fed Ex three (3)-day delivery on Saturday, July 22, 2017.
    2. THIRTY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($39,750.00) for services completed through Sunday, August 13, 2017. Payment shall be mailed via Fed Ex three (3)-day delivery on Monday, August 14, 2017.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required according to the following payment schedule:

1. THIRTY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($39,750.00) for services completed through Friday, July 21, 2017. Payment shall be mailed via Fed Ex three (3)-day delivery on Saturday, July 22, 2017.
2. THIRTY NINE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($39,750.00) for services completed through Sunday, August 13, 2017. Payment shall be mailed via Fed Ex three (3)-day delivery on Monday, August 14, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

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

ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE

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

PERFORMANCE LENGTH/TIMES
Contractor shall adhere to performance lengths and times as indicated in this Agreement.

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

PUBLIC ACCESS TO FACILITY
The Heritage Stage is within the OC Fair proper. When the OC Fair gates open, The Heritage Stage area is also open to the public. The OC Fair will be open to the public at 12:00 p.m. Wednesday through Friday, and 11:00 a.m. on Saturday and Sunday.

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

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

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

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

FOH @ mixer location: 95 dB.
Back of stage, 75 feet: 80 dB.
Sides of stage, 75 feet: 75 dB.

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

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

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

MEDIA - INTERVIEW
The District also requests that Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

EXHIBIT E – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE (CONT.)

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

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

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

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

GROUND TRANSPORTATION
Unless otherwise agreed upon, the District will not provide or be responsible for ground transportation of any kind.

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

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

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

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

The Plaza Arts Stage is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Plaza Arts Stage.

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

EXHIBIT E – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE (CONT.)

FORCE MAJEURE CLAUSE

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

INDEMNIFICATION

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

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

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

EXHIBIT E – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE (CONT.)

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

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

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

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

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

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

PROFANE OR OBSCENE LANGUAGE
This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand ($1,000) dollars per incident.

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

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

Kathy Kramer, Chief Executive Officer or	**Artist/Producer/Contractor**
Ken Karns, Vice President, Operations	
32nd District Agricultural Association	
OC Fair & Event Center	

-End Exhibit F-

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverage:

a. General Liability:

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

b. Automobile Liability:

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

c. Workers' Compensation:

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

d. Medical Malpractice:

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

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

-End Exhibit F-

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017
The Stars of The Peking Acrobats®
are produced by IMG Artists, LLC ~ www.imgartists.com
PHONE: (212) 994-3500 ~ FAX: (212) 994-3550

TECHNICAL RIDER: THE STARS OF THE PEKING ACROBATS®

THIS RIDER IS AN INTEGRAL PART OF THE CONTRACT BETWEEN ALL PARTIES. PLEASE SIGN BELOW AND RETURN WITH YOUR SIGNED CONTRACT.

If a website link exists to your venue's Technical Rider, please indicate the link address below:

_____.

For PRESENTER Date Venue/Presenter's Stage Manager Date

For IMG Artists, LLC Date

YOU MAY RECEIVE AN ELECTRONIC LETTER WITH MINOR UPDATES TO THIS TECHNICAL RIDER PRIOR TO YOUR PERFORMANCE DATE (S). PLEASE GIVE A COPY OF THIS TECHNICAL RIDER, AND ANY UPDATES YOU MAY RECEIVE, TO YOUR STAGE MANAGER SO THAT THEY HAVE A COPY AVAILABLE TO THEM WHEN SHOW MANAGEMENT ADVANCES YOUR DATE(S).

IF YOU HAVE ANY QUESTIONS OR PROBLEMS WITH PROVIDING ANYTHING IN THE RIDER, PLEASE CALL IMG ARTISTS IMMEDIATELY.

THE COMPANY

THE STARS OF THE PEKING ACROBATS® are from The People's Republic of China and consist of ABOUT 15 PEOPLE, including our American crew. Their tradition is to do everything together; the troupe lives as a family unit. If there is a social function, they should all be invited even though not everyone may attend; it is considered impolite to single out certain members for special treatment. It is extremely important that all communication with the group or an individual regarding social or business arrangements be conducted through IMG Artists, LLC. (contact information above and in Item R, Page 13 of this rider). Please give the IMG Artists all the information, either in writing or over the telephone, so that it can be translated and communicated accurately to the members of the troupe and the Stage Manager.

Due to the nature of the acts and the possibility of injury, the Chinese group leaders may have to change the order of the acts from performance to performance and even, although rarely, while the performance is in progress. Please understand that these are consummate professionals, with many years of experience, who will always give their best effort regardless of the circumstances. If an act must be moved, some refocusing of specials may be required, possibly at the last moment. Please advise your technical staff that should lighting or other staging changes have to be implemented, they are made for the safety of the performers and the audience, and are in no way arbitrary. Our Stage Manager will arrive with the troupe to begin setting up the necessary rigging and focusing of specials. The stage manager and the acrobats will decide on the best position for each act. However, the final determination as to where and/or whether an act will be performed on stage rests with the performers.

In China, the performers do everything themselves and technical crews in America may find this disconcerting. The Chinese are fully involved in all types of rigging and counterweight operations. They pack, unpack, load, repair, and maintain all of their own equipment. In this same spirit, everyone in the Company works to ensure a smooth and efficient load-out, and the Group's departure occurs very quickly, often in less than an hour. Please make your technical staff prepared for this work ethic.

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

A. STAGE DIMENSIONS

~~THE STARS OF THE PEKING ACROBATS® require a stage with a proscenium opening of approximately forty feet wide and thirty six feet deep (*from proscenium to back curtain, or cyclorama*) and a proscenium height of twenty six feet.~~ These are approximate sizes and, if not available, please discuss your stage size with IMG Artists. We can most often work in smaller stage dimensions, so please let us know if you have any concerns on your particular situation. The floor should be even, smooth, and free of any obstructions which might be hazardous to the performers. The stage floor must be swept and damp mopped by the local crew prior to each performance and at the intermission. The production carries a carpeted mat which must be vacuumed by local crew prior to each performance and at the intermission.

B. CREW CALL

Please Note: All lighting instruments are required to be hung, circuited, colored, and focused before the company arrives.

Providing all electrics and draperies have been properly hung, and other stage preparations as noted herein have been **completed prior to the production's arrival**, the load-in and set-up should take about three hours and load-out requires approximately one hour or less.

- **Load-In and Load-Out**

Minimum Crew Call:

- ~~1 Lighting Technician~~
- ~~1 Sound Technician~~
- ~~1 Stage Hand/Loader to assist with loading and un-loading of Production's equipment.~~
- ~~2 Follow Spot Operators~~

The Stars of The Peking Acrobats® do not require any wardrobe personnel; ~~however, any laundry rooms should be unlocked and available for use from the time of the company's arrival until they depart. Laundry detergent and fabric softener should be made available to the performers if laundry facilities are open to them at your venue.~~

- **Show Run**

~~Minimum Crew Call:~~

- ~~1 Lighting Technician~~
- ~~1 Sound Technician~~
- ~~1 Stage Hand to assist Performers with props and backstage transitions.~~
- ~~2 Follow Spot Operators~~

(*The above crew numbers may be subject to change due to local crew availability.*)

As noted above, The Stars of The Peking Acrobats® have a very fast load-out: often less than one hour. **All Stars of the Peking Acrobats® equipment will be struck from the stage and loaded into their transport before any house restore can begin.**

Please Note: Local union agreements may have an impact on the above numbers.
The PRODUCTION cannot be responsible for any damage to, any claim for, or any loss of anything backstage if appropriate venue stagehands are not on-site for the load-in, run of show, and load-out.

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

C. LIGHTING

~~The Stars of The Peking Acrobats® Lighting Plot as supplied on Page 14 of this rider can be described as follows:~~

- ~~A four-color wash from FOH (*Rx33, Rx26, Rx67, and Rx12*).~~
- ~~A four-color wash from "on-stage" pipe ends. (*Rx33, Rx26, Rx67, and Rx12*).~~
- ~~A three-color wash (*Rx26, Rx67, and Rx12*) from the "on-stage" electrics.~~
- ~~A three-color cyclorama wash (Primary Red, Blue, and Green).~~

~~Lastly, running lights are required in the upstage crossover, and stage left and right wings.~~

1. FLEXIBILITY

The Stars of The Peking Acrobats® are not locked into the exact instruments listed on the plot, however, bright, even washes with high coverage are essential to the show. If the washes are bright and full, the company will be satisfied. Please contact IMG Artists or the company's Stage Manager about any changes the venue needs to make.

2. CONTROL

The company will use house control console.

3. FOCUS

- ~~**Front of House**~~

~~The FOH lighting is a straight on, four-color wash divided into downstage and up-stage focuses. See diagram below, and Light Plot on Page 14 for FOH Odd and Even Group Numbering.~~

~~Odd groups: From the downstage edge of the stage to mid-stage~~
~~Even groups: Overlap the downstage wash and cut up-stage to the base of the cyc (*or, off teaser*).~~

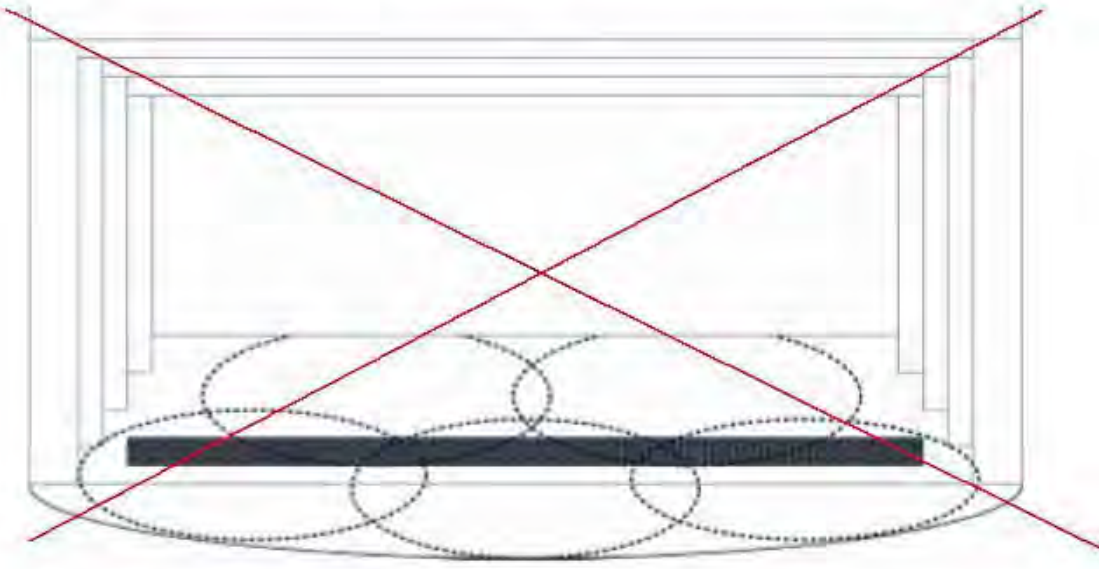
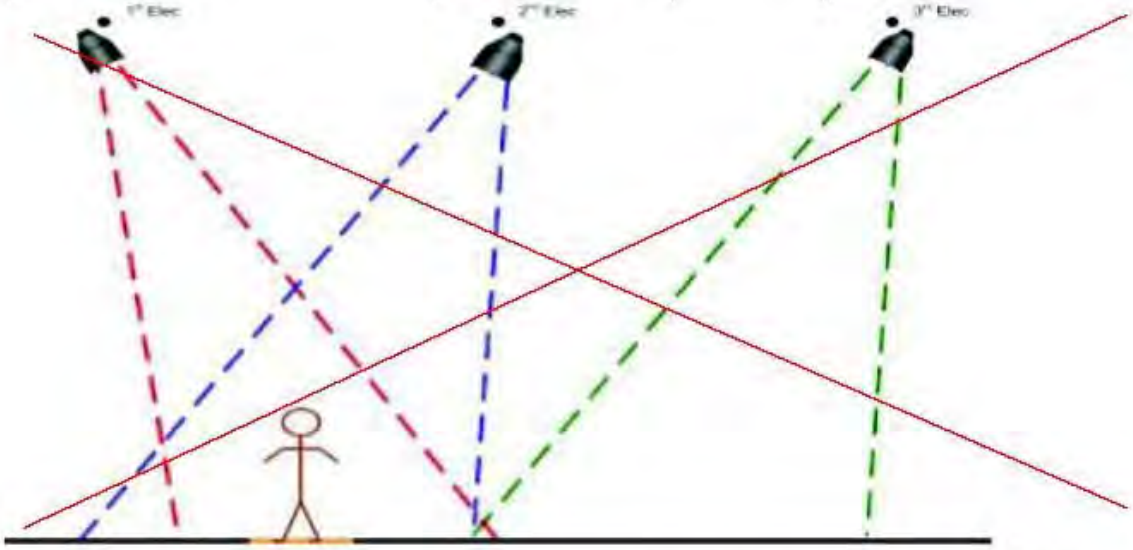


EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

- CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017
- **1st Electric**

Par wash: The ceramic is set to a horizontal (*stage-right/stage-left*) wash. The acrobats' tumbling mat is set out midway between the 1st and 2nd electrics running from stage right to stage left *(see Diagram on Page 3)*. The pars/fresnels are focused so that the hot spot of the beam is on a person standing on the mat.



Pipe ends: The pipe ends focus directly under the electric, and wash across the stage, starting at center and going off stage away from the instrument. They should be shuttered off the proscenium, vertically, and be open up stage.

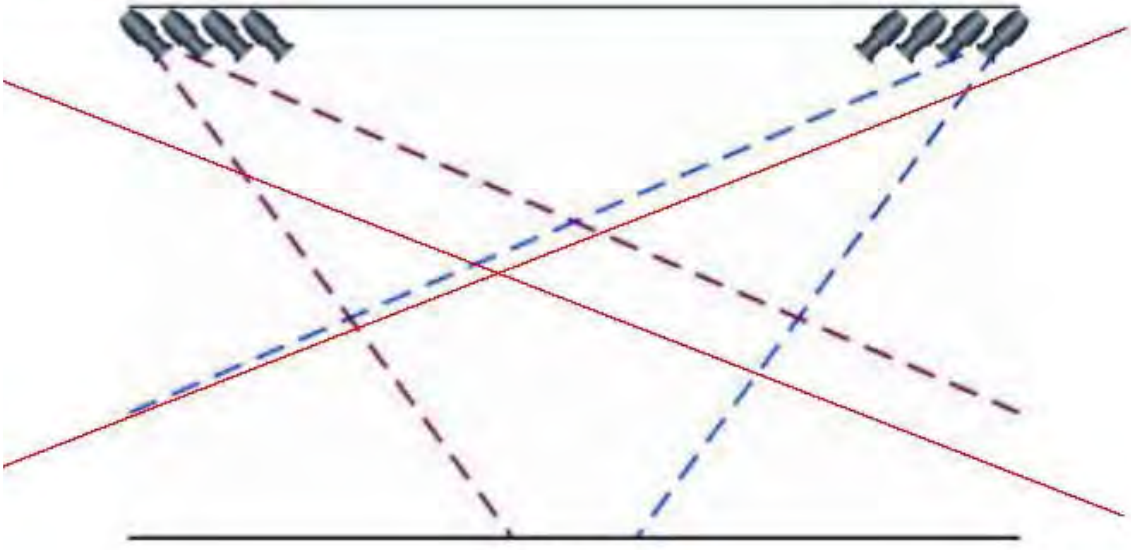


EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

- **2nd Electric**

Par wash: The ceramic is set to a horizontal (*stage right/stage left*) wash. These pars/fresnels are focused so that the hot spot of the beam is on the tumbling mat. *(See top figure on page 4).*

Pipe ends: These pipe ends also focus directly under the electric, wash across the stage starting at center, and should have the shutters open unless they wash past the proscenium, vertically, or onto the eye. *(See bottom figure on page 4).*

- **3rd Electric**

Par wash: The ceramic is set to a horizontal (*stage right/stage left*) wash. The pars/fresnels are focused so that the hot spot of the beam is between the 2nd and 3rd electrics. *(See both figures on page 4).*

Pipe ends: These pipe ends also focus directly under the electric and wash across the stage starting at center, and should be shuttered off the eye, vertically. *(See both figures on page 4).*

- **Cyclorama**

Each venue usually has its own cyclorama lighting, and this will suffice for our production. Cyclorama colors should be **primary red**, **blue**, and **green**. A **bright, full** cyclorama is very important to the show and suggestions for lighting the cyclorama are shown on the attached lighting plot.

4. FOLLOW SPOTS

Two strong follow spots of equal wattage and working color boomerangs are required. Please make sure they have a flat field as bright as possible and are set to a **soft edge**. Spot colors used during the presentation are: **Rx33** (*frame 1*), **Rx64** (*frame 2*), **Rx132** (*frame 3*), and **No Color**.

5. PATCHING

The table on the following page shows the channels the company will use to build the cues for the show. However, programming the venue's console with these channels will facilitate focus and allow the use of the venue's console for the presentation. How you 'two-fer' the instruments is up to you, as long as the channels stay "as is" on the patch sheet.

The Stars of The Peking Acrobats ® light plot uses 31 channels. If the venue console has less than 31 channels, please contact the IMG Artists or the Stage Manager for alternatives. Any changes, should be made to the venue console channels ONLY and not to the patch sheet. **We request that your venue's console channels be set as close to the patch sheet as possible as there will be minimal time for trouble shooting during load in.**

(THE STARS OF THE PEKING ACROBATS Patch Sheet is on the Next Page...)

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

The Stars of The Peking Acrobats® Channel Patch Sheet:

Channel	Electric	Color	Focus
Channel 01:	Front of House	Rx33	Down Stage wash
Channel 02:	Front of House	Rx33	Up Stage wash
Channel 03:	Front of House	Rx26	Down Stage wash
Channel 04:	Front of House	Rx26	Up Stage wash
Channel 05:	Front of House	Rx67	Down Stage wash
Channel 06:	Front of House	Rx67	Up Stage wash
Channel 07:	Front of House	Rx12	Down Stage wash
Channel 08:	Front of House	Rx12	Up Stage wash
Channel 09:	Pipe Ends	Rx33	All 3 Electrics
Channel 10:	Pipe Ends	Rx26	All 3 Electrics
Channel 11:	Pipe Ends	Rx67	All 3 Electrics
Channel 12:	Pipe Ends	Rx12	All 3 Electrics
Channel 13:	1st Electric	Rx26	Par/Fresnel Wash
Channel 14:	1st Electric	Rx67	Par/Fresnel Wash
Channel 15:	1st Electric	Rx12	Par/Fresnel Wash
Channel 16:	2st Electric	Rx26	Par/Fresnel Wash
Channel 17:	2st Electric	Rx67	Par/Fresnel Wash
Channel 18:	2st Electric	Rx12	Par/Fresnel Wash
Channel 19:	3st Electric	Rx26	Par/Fresnel Wash
Channel 20:	3st Electric	Rx67	Par/Fresnel Wash
Channel 21:	3st Electric	Rx12	Par/Fresnel Wash
Channel 22:	1st Electric	N/C	Cross Special
Channel 23:	1st Electric	N/C	Center Special
Channel 24:	2nd Electric	N/C	Center Special
Channel 25:	2nd Electric	N/C	Up Stage Special
Channel 26:	2nd Electric	N/C	FOH Special
Channel 27:	Cyc Lights	Red	Cyclorama
Channel 28:	Cyc Lights	Blue	Cyclorama
Channel 29:	Cyc Lights	Green	Cyclorama
Channel 30:	House Lights	N/C	House
Channel 31:	Curtain Warmers	N/C	Stage Left & Stage Right

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

D. RIGGING

Only a few acts in the Production actually require rigging, and this section reviews each one in detail. Actual rigging requirements will vary, depending on your program and the capabilities in your venue. The Stars of The Peking Acrobats® rigging is obviously very important, and is a matter of safety. For this reason, the performers themselves shall have final say about any rig that supports their weight.

The Stars of The Peking Acrobats® require as much of the fly loft as possible to put on the best performance. The company will work around whatever hangs permanently in the loft of the venue as necessary, but the company does ask that the loft be stripped of any non-essential drops or other obstructions that might limit availability of line-sets or space in the fly loft. If you do not have a fly loft, the performance can still be done but please contact IMG Artists for staging alternatives in this case.

- ~~**Electrics:**~~

~~Pipes should be trimmed as close to 26' as possible.~~

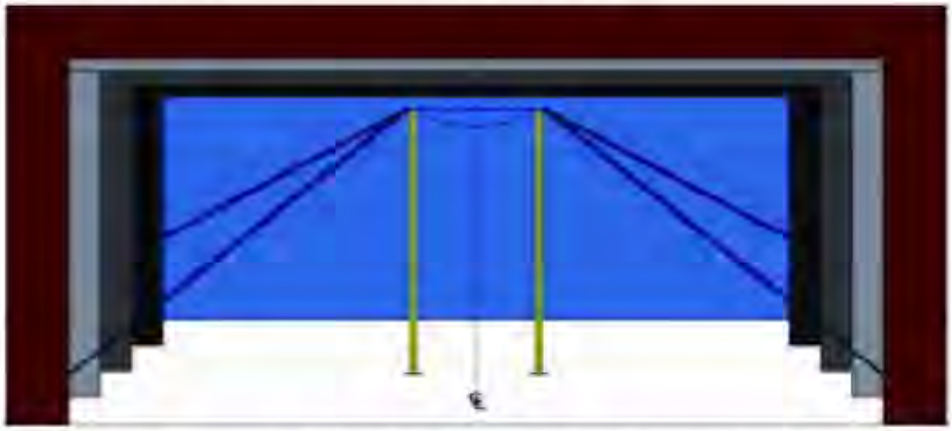
- ~~**Borders:**~~

~~Borders need to be downstage and as close to each electric as possible. The trims should be set to just barely hide the lighting pipes.~~

- ~~**Legs:**~~

~~Furthest downstage legs should be tied approximately 19' from center. Subsequent legs should be tied further upstage in 1' increments or as needed for sight lines. Leg pipes need to be trimmed to at least 26'. Legs will need to be extended down from the pipe if shorter than 26'. In smaller theatres, check with IMG Artists or our Stage Manager to adjust trim height.~~

- **Poles: (*This act may not be in your program or possible in your venue. Please contact the IMG Artists or our Stage Manager for Details.)*** Depending on grid height and if fly space is available, a pipe hung directly above the poles will be used to fly them out. Guide wires are strung to 4 points off stage. If secure points are not available, permission to drill 4 small holes for eyebolt lags may be requested. Please inform IMG Artists or the Stage Manager as soon as possible if lagging is not permitted on your stage floor, or if there is no fly space for this act.



- **Straps: (*This act may not be in your program or possible in your venue. Please contact IMG Artists or our Stage Manager for Details.)*** No weight is necessary on the arbor for these straps, but, when in place, they must support the weight of 6 acrobats (*approximately 1000 lbs.*). Thus, a cable will be run from the arbor and anchored to the fly rail allowing the pipe to fly out, supporting the weight when brought to trim. The strap apparatus and cable is provided by the company, however, backup cable supplied by the venue is suggested for emergencies. This act may NOT be part of your program.

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

- **Travelers:**

A rear black curtain between the cyc and the cyc lights/ground row is the ideal for this show. The best look is a full black traveler, but a bounce drop or a black scrim may also be used. A mid-stage traveler should be hung just upstage of the 2nd Electric, if available, and must be able to be opened and closed in either the lateral or guillotine fashion so venue technicians can ring the traveler in and out when needed for the production.

E. AUDIO

The production carries digitally pre-recorded music on CD which will be played using the presenter's house sound system, house soundboard, and mixers. The production does NOT travel with their own soundboard. One microphone with an "on/off" switch and two side fill monitors are required. The microphone is for show announcements as necessary and should be positioned with our stage manager. The side fill monitors should be placed downstage left and right so the performers can hear their musical cues. Please note that this production does not carry amplifiers or speakers. It is the responsibility of the presenter to ensure that the theatre's sound system is of sufficient quality to allow the audience to hear and enjoy the show.

~~Headset communications will be required between the following personnel and areas:~~

1. ~~Lighting Technician~~
2. ~~Sound Technician~~
3. ~~Stage Right~~
4. ~~Stage Left~~
5. ~~Fly Rail (As available.)~~
6. ~~Follow spot operator #1 (As available.)~~
7. ~~Follow spot operator #2 (As available.)~~

~~**The performance cannot be done without this communication system!**~~

F. SUPPLIES

- **Consumables**

~~For **EACH** PERFORMANCE, the presenter must provide, at their cost, the following:~~

- ~~Two (2) new rolls of black Gaffer's tape.~~
- ~~Ten (10) solid, regular household, red clay bricks for the Kung Fu Act. No concrete bricks!~~
  ~~*(The Kung Fu Act may NOT be part of your program, and the bricks will be advanced if required.)*~~
- ~~Twelve (12) Stemmed Flowers **(Assorted colors are OK, but NO WHITE flowers are requested.)**~~

~~**Please note**: The 12 stemmed flowers are optional. These flowers will be given to the company during the curtain call, and the company will throw them to the audience as a "farewell" gesture. The Stage Manager will explain the logistics upon arrival. What type of flower provided is at the discretion of the presenter, but please note that **white flowers of any kind are NOT acceptable** as white symbolizes bad luck in many Asian cultures. We recommend red carnations, as red is a lucky color in the Chinese tradition, and carnations are the least crumbly, for ease of clean up after the show.~~

- **Miscellaneous**

The following items should be available backstage to the company during each performance:
***PLEASE NOTE*: The stage MUST be wet mopped and the performer's carpet MUST be vacuumed BY VENUE STAFF prior to each performance AND at intermission! This is for the safety of the performers and helps to keep their costumes clean during the performance so PLEASE make sure that this is done at the appropriate intervals at each performance!**

- One (1) Dry Mop.
- One (1) Wet Mop with Bucket.
- One (1) 8' Ladder.
- One (1) Small table with light and chair (for Stage Manager, if no production office is available.)
- Four (4) BATH SIZED Towels, or Stage Rags. (For use in mopping up moisture off the stage.)
- Fifteen (15) Clean Hand-Sized Towels, for the performer's personal use, TO BE PLACED IN THE DRESSING ROOMS, READY FOR THE GROUP'S ARRIVAL.
- One (1) Vacuum (To vacuum our tumbling mats as necessary.)
- Two (2) 8' Property Tables situated safely near the stage entrances and exits upstage left and upstage right.

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

G. SPECIAL EFFECTS ~ Electric Candles or Colored Water ~ NO FIRE IS USED IN THESE ACTS!

- **Contortion Act**: 2 or 3 women carry out candelabras to 1 woman on a platform. The woman on the platform then balances the candelabras using her head, feet, and hands. The act uses approximately 10 electric candles or candelabras filled with colored water in lieu of any fire in this act, so there is NO FIRE in the production. **This act may NOT be part of your program. IMG Artists or our Stage Manager will advise if this act is part of your program in advance.**

Example of Contortionist Act

Example of Costumes

Nose Balancing:
2 women carry out candelabras or glasses to 1 woman who balances them on her nose using a series of small trays stacked one atop the other. The act has a total of 6-7 candelabras or glasses. Either colored water or electric candles are used in lieu of fire in this act, so there is NO FIRE in the production.

Example of Nose Balancing Act

Example of Candelabras in These Acts

*****As indicated above, there is NO FIRE in the Production, so fire permits are not required for your performance (s).*****

~~**H. PERFORMER/CREW SERVICES**~~

~~**This agreement requires the presenter to provide hospitality as out lined on the following pages for APPROXIMATELY 15 MEMBERS of The Stars of The Peking Acrobats® during their load-in and the performance(s).** A hot meal is required if the company is performing more than one show in one day. In some cases, load-in will take place the day prior to the performance(s) and hospitality will be required for both days. Hospitality items should be pre-set in time for the production's arrival. All items should remain left out for the company during their time at your venue. Not everyone will enjoy their food at once, but will eat when they have time throughout their stay at your venue.~~

(Performer/Crew Services Continued on Next Page...)

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

H. PERFORMER/CREW SERVICES (Continued…)

If local regulations require the changing out of fresh food items, please REPLACE those items, however, the company MUST be provided with sufficient food and beverages for the duration of their time at your venue! Please remember to provide enough food, drinks, plates, napkins, forks, spoons, knives, cups, and chop sticks for 15 PEOPLE. Quantities below are intended to allow company members to have more than one serving of some items. ***If you are providing more than one food service, replenishing of items is necessary ONLY IF THE ITEMS APPEAR TO BE RUNNING LOW, OR, WHEN REQUESTED BY OUR CREW MEMBERS. We can help you cut food costs, so please contact us, and we will assist you with any questions on the food and drinks for the performers.***

- **Morning Provisions:**

(To be provided for all morning arrivals and load ins, before and including Noon):

Large Pot of Coffee *(enough for 10 people, not everyone in the Company drinks coffee.)*
Large Pot of Hot Water *(enough for 30 drinks.)*
Large package of Lipton Tea Bags, Variety of Flavors *(enough for 30 drinks, some will have 2 or more servings.)*
Cream, Real Sugar, Cups, Stirrers and Spoons *(enough for 30 drinks, some will have 2 or more servings.)*
Coke Classic *(5-6 cans only, mainly for the Western Crew.)*
Assortment of Fruit Juices (*orange, apple, cranberry, etc.*) *(15 cans/boxes, some will have 2 or more servings.)*
Bottled Water *(30 bottles, some will have 2 or more servings.)*
Whole Milk *(1 Gallons.)*
Bagels and Condiments *(8 bagels cut in half, total of 16 pieces. Single servings of cream cheese and one container each of peanut butter, jelly or jam, and butter to go with the bagels. Please provide a toaster or a toaster oven for the bagels.)*
Dry Cereal *(2 Large Boxes, Suggested Varieties: Rice Krispies, Frosted Flakes, Granola, Total or Shredded Wheat.)*
Oatmeal *(Enough Oatmeal in a crockpot for 15 people, or, 15 single serving Instant Oatmeal packets.)*
Fruit *(Cut up fruit is most desired, however, if whole fruits are provided, apples, oranges, bananas, are fine, about 15 pieces of whole fruit total will be sufficient.)* ******PLEASE NOTE THAT BERRIES AND GRAPES OF ALL KINDS ARE ENJOYED BY THE COMPANY, WHEN IN SEASON!******
Assortment of Chips *(Enough for 15 people, either individual combination packs, or 2 large bags.)*
Assortment of Cookies *(In individual serving sized combination packs for 15 people, or 2 large packages.)*

- **Afternoon & Evening Performance Provisions:** ***(To be provided for all afternoon arrivals, load ins, and for all performances. These items should be provided IN ADDITION to the Morning Provisions above, IF the performers arrive at or before Noon, and no hot meal is being provided. Please contact IMG Artists to discuss serving times AND QUESTIONS YOU MAY HAVE ON DUPLICATE ITEMS!)***

Large Pot of Coffee *(enough for 10 people, not everyone in the Company drinks coffee.)*
Large Pot of Hot Water *(enough for 30 drinks, some will have 2 or more servings.)*
Large package Lipton Tea Bags, Variety of Flavors *(enough for 30 drinks, some will have 2 or more servings.)*
Cream, Real Sugar, Cups, Stirrers, and Spoons *(enough for 30 drinks, some will have 2 or more servings.)*
Assortment of Fruit Juices (*orange, apple, cranberry, etc.*) *(15 cans or single serving bottles.)*
Coke Classic *(5-6 cans only, mainly for the Western Crew.)*
Bottled Water *(30 bottles, some will have 2 or more servings.)*
Whole Milk *(1 Gallons)*
Deli Meats Tray for 15 people *(1 Large Tray of sliced Chicken, Beef, and Turkey…No Ham, Please!)*
Small Cheese Tray *(1 Small Tray, enough for about 5-7 people only. Not all company members eat cheese.)*
Garnish Tray for 15 people *(1 Medium Tray, to include lettuce, sliced tomato, sliced pickles, and sliced onions.)*
Vegetable Tray for 15 people *(1 Medium Tray, with hummus dip or salad dressing to accompany the vegetables.)*
PLEASE NOTE THAT COMPANY DOES NOT REQUEST CELERY OR SQUASH IN THE VEGETABLE TRAYS:
Carrots, Snap Peas, Radishes, Cherry Tomatoes, Broccoli, Cabbage, and Red, Green, or Yellow Bell Peppers are preferred. ***Pickled vegetables of all kinds are traditional Chinese fare. If you can provide these, it would be appreciated.)***
Condiments for Sandwich Making *(To include mayonnaise, mustard, and butter.)*
Bread *(Enough sliced wheat bread for about 20 sandwiches, OR, 20 individual sandwich rolls.)*
Crackers *(2 Boxes Total.)*
Fruit *(Cut up fruit is most desired, however, if whole fruits are provided, apples, oranges, bananas, are fine, about 15 pieces of whole fruit total will be sufficient.)* ******PLEASE NOTE THAT BERRIES AND GRAPES OF ALL KINDS ARE ENJOYED BY THE COMPANY, WHEN IN SEASON!******
Assortment of Chips *(In individual combination packs, or 2 large bags.)*
Assortment of Cookies *(In individual serving sized combination packs for 15 people, or 2 large packages.)*

(Performer/Crew Services Continued on Next Page…)

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

~~H. Performer/Crew Services (Continued...)~~

- **~~Hot Chinese Meal:~~** ***~~(Hot meals are greatly appreciated! If you have only one show and wish to provide a meal for the Group, we welcome you to do so! The hot meal can be provided in lieu of the deli and vegetable trays, if providing a meal is easier for you. Please let IMG Artists know if you wish to provide a meal for the Group, and we will arrange the meal time together. For those with more than one show on one day, meals are required.~~***

  ~~All meal times must be pre-arranged with IMG Artists. Please note that the meal does not have to follow this menu precisely, as no one likes to eat the same food every day. Please contact IMG Artists with any questions. Follows the SUGGESTED MENU for the meal, and please provide enough food for 15 people.)~~

  ~~General Tso's Chicken~~ ~~Beef with Broccoli~~
  ~~Pork Chow Mein~~ ~~Vegetable Stir Fry dish (*Vegetarian*)~~
  ~~Steamed White Rice~~ ~~One or Two Appetizers *(spare ribs, pot stickers, egg rolls, etc.)*~~

~~A Chinese Family Dinner or a Regional American Meal is also acceptable for the meal you provide. All meals must include at least one vegetarian dish for those in the company who are vegetarians (usually, about 3-4 people in the Group). Please contact IMG Artists with questions on meals and THANK YOU!***~~

I. DRESSING ROOMS

Two large (*approximately eight people per room*) chorus-type dressing rooms are required for the ladies and men in the company. ~~One star dressing room with a working telephone and access to outside lines *(for our Stage Manager to use as a production office)* will also be required.~~ These rooms MUST be adequately lighted, and properly heated or cooled. They should be near hot and cold running water and have easy access to toilet facilities. Dressing rooms should be cleaned prior to the performers' arrival. No one except production personnel should be allowed in these dressing rooms during the production's stay. **PLEASE SEE ITEM P ON PAGE 12 for our closed backstage policies!**

J. QUICK CHANGE AREAS

In the event that the dressing rooms are further from the stage (upstairs or downstairs from stage level, for example), two quick-change areas will be required backstage at stage level and as close to the stage as possible. Each should contain a full-length mirror, lights, table, and chairs. The Stage Manager will advise you if these are required in your theatre prior to the company's arrival.

K. PARKING

After load-in, the production will require a total of TWO LARGER-SIZED PARKING SPACES: One larger parking space for one 15-passenger van and one larger parking space for one tow-behind trailer, or, one 12' small box truck depending on our vehicle inventory, at or as near as possible to the theatre loading dock. If there is insufficient parking space at the theatre, presenters are required to make other parking arrangements in advance. If a commercial parking lot is used, please advise the parking lot personnel, in advance, of the arrival and departure times of the company. Payment of any parking fees are the expense of the presenter and must be taken care of prior to the group's arrival. If the presenter is providing hotel accommodations for the group, then the presenter is also responsible for any hotel parking fees. Under no circumstances will the production pay for parking either at the venue or at a hotel provided by the presenter.

L. MERCHANDISE

The Stars of The Peking Acrobats® may elect to sell merchandise at each performance. The production office will notify if the company are selling merchandise. The company usually sells their own merchandise and will not require assistance from house personnel. Please be sure to arrange IN ADVANCE OF THE COMPANY'S ARRIVAL one 6' – 8' table, draped in a white, red or black table cloth in a prominent place in your lobby for the sale of merchandise. If available, a pipe and drape display area behind the table would be appreciated. Also, two chairs behind the table are requested for our merchandise seller. If the presenter does not indicate the amount of commission required during the show advance, then it is agreed that no commission whatsoever will be payable to either the presenter or the venue.

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

M. COMPLIMENTARY TICKETS

~~The Presenter shall hold twelve (12) complimentary tickets to each performance for use by either the producers or the agents of The Stars of The Peking Acrobats®. Tickets not requested and set aside for the producer or agent within 24 hours of the performances may be sold.~~

N. SELLING THE PIT

The Stars of The Peking Acrobats® are choreographed to play only down to the plaster line. If you have a pit downstage of the main curtain, it should be seated and sold as prime seats. This will not only add income to the venue, but it will also set the acts closer to the audience and provide a more exciting performance.

O. EMERGENCY INFORMATION

The presenter should post at the stage manager's desk the telephone numbers of the police, fire department, and any other emergency service provided for your theatre's area. Additionally, it is helpful if the presenter will provide the names, addresses, and telephone numbers of a recommended dentist, doctor and a twenty-four hour hospital and/or clinic which the company may use while in residence.

P. MEDIA INTERVIEWS & CONTACTS/CLOSED LOAD-IN

IMG Artists, LLC and The Stars of The Peking Acrobats® endeavor to create the most memorable and exciting theatrical experience possible at each venue. **Because of the technical nature of the show, the company's crew and artists are very busy setting up and preparing for the performance(s) from the time they arrive at the venue until curtain time. *Therefore, IMG Artists, LLC. requests that the load-ins and load-outs be closed to the public and the media, and that no photographing or videotaping of the load-in or load-out be permitted. Under NO circumstances shall there be any photographers, any unauthorized videotaping, or 'surprise' media interviews requested of the artists or crew during the load-in or load-out.* It is the responsibility of the presenter and their staff to ensure that backstage areas, including dressing rooms and green rooms, are secured at all times while the Company is at the venue. *UNDER NO CIRCUMSTANCES WILL MEDIA BE ALLOWED BACKSTAGE AT ANY TIME DURING THE PERFORMERS TIME AT THE VENUE. ABSOLUTELY NO VIDEO-TAPING OR PHOTOGRAPHS OF LOAD-IN, LOAD-OUT OR PERFORMANCES WILL BE ALLOWED FROM ANY BACKSTAGE AREAS.***

When time allows, media interviews may be granted by IMG Artists, but any such interview or media presence at the venue must be pre-approved by the management by contacting IMG Artists. **This applies to any and all TV news taping, archival tapings, and archival or media photographs of our performance.**

*****NO MEDIA WILL BE GIVEN INTERVIEWS OR ACCESS TO THE COMPANY WITHOUT PRE-APPROVAL FROM IMG ARTISTS.*****

For advance clearance on media interviews, please contact Lauren Goff at IMG Artists at (212) 994-3513, or by e-mail at Jlgoff@imgartists.com. A minimum advance notice of 24 hours is required.

*****NO FLASH PHOTOGRAPHY IS PERMITTED DURING OUR PERFORMANCE(S), AS IT MAY BE DANGEROUS TO THE PERFORMERS.*****

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)

CONTRACT RIDER: THE STARS OF THE PEKING ACROBATS Revised January 2017

Q. FEDERAL, STATE, AND CITY TAXES

~~Presenter shall pay and hold harmless the artists, agents, and production company from any State or City taxes, fees, dues and the like relating to the engagement herein and the sums stated herein and payable to the artists, agent or production company shall be free of such taxes, dues, and the like. This provision may not be amended, deleted, or cancelled without written agreement by the production company.~~

Withholding Tax Under Revenue Code Section 1441

The artists are performing under the aegis of a U.S. corporation, International Asia, Inc. and are treated by International Asia, Inc. as employees for U.S. tax purposes. International Asia, Inc. is unrelated to the performers being neither owned nor controlled by the performers. Under these circumstances, there is no need for any U.S. person making payments to, or for the benefit of, IMG Artists, LLC. to withhold U.S. income taxes under I.R.C. § 1441 other than to ask for and receive a W-9 from this corporation. If you have any questions please contact Mr. Daniel Smythe, the Internal Revenue Service's CWA Program Specialists. E-mail: daniel.s.smythe@irs.gov , Telephone: (321) 441-2494 (located in Florida, on Eastern Time Zone).

R. MISCELLANEOUS and CONTACT INFORMATION

Your Stage Manager or Technical Director may obtain additional information by calling IMG Artists. We are aware that no two theatres are exactly alike and, as ours is a traveling road show, we are able to work around most staging obstacles to mount the show in your venue. We are here to assist you in keeping your technical costs to a minimum and THE STARS OF THE PEKING ACROBATS® can adapt to smaller stages and are extremely flexible. Everyone in the Group are consummate professionals and can overcome virtually any technical problems and still give an exciting and satisfying performance.

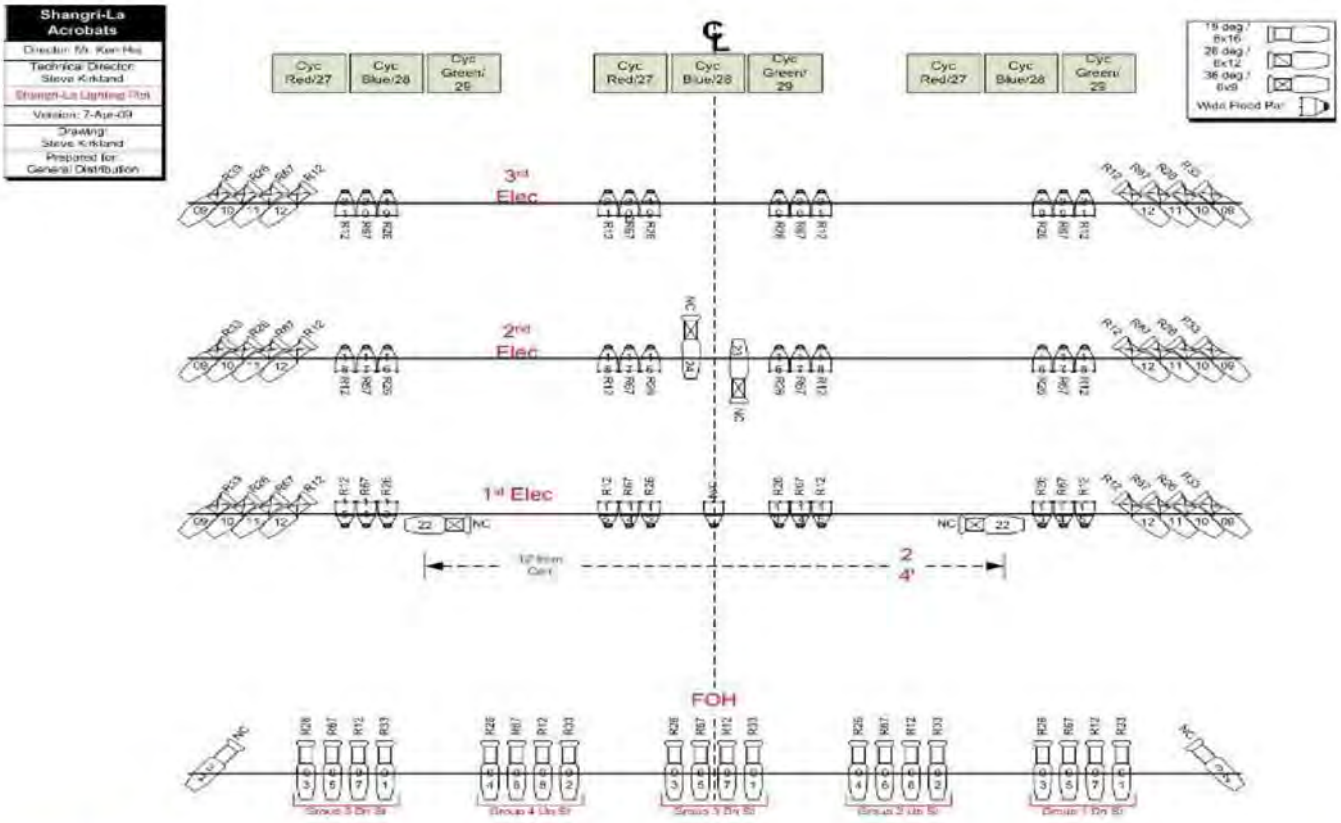
Our offices and our Stage Manager will contact you and your Technical Director to confirm the details of your performance and your technical specifications prior to the company's arrival at your theatre. We will answer questions, set load-in times, and confirm Group arrival times during the show advance. If you have questions regarding the suitability of your playing space, or are unable to provide items listed in this rider, refer these information to:

Contact Information:

Lauren Goff, Touring Associate – lgoff@imgartists.com, (212) 994-3513
Dean Shultz, Artist Manager – dshultz@imgartists.com, (212) 994-3533

IMG Artists, LLC
7 West 54th Street
New York, NY 10019
Telephone: (212) 994-3500
Fax: (212) 994-3550

EXHIBIT G – ADDITIONAL PROVISIONS – THE PEKING ACROBATS TECHNICAL RIDER REQUIREMENTS (CONT.)



SPECIAL NOTE:

The above light plot is for REFERENCE ONLY as each venue has a different lighting configuration. The CHANNEL PATCH SHEET on Page 6 of this document are most important to the lighting hang and set-up, and should be coordinated as closely as possible to this light plot, while working within your available lighting capabilities. Please contact IMG Artists for immediate questions on the lighting, and our Stage Manager will contact your Technical Director about two weeks prior to your performance to review the lighting set-up.

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-065-17-FT

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

BROOK FURNITURE RENTAL, INC.

2. The term of this Agreement is: **07/01//2017** through **08/31/2018** **FED ID:**
With (3) one (1) year option 9/1/18-8/31/19; 9/1/19-8/31/20; 9/1/20-8/31/21

3. The maximum amount of this Agreement is: **$11,529.68; $30,699.32 inclusion option years**
2017-$5,643.16; 2018 $5,886.52; 2019 $6,142.36; 2020 $6,385.72; 2021 $6,641.56

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

Exhibit A – Scope of Work – **To provide courtyard furniture rental to the OC Fair and Event Center, See Pages 2 and 3 for additional scope of work.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9-12
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Megan's Law	Pages 16-17

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
BROOK FURNITURE RENTAL, INC.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Lee Bauman, General Manager

ADDRESS
4121 Westerly Place, Suite 105, Newport Beach, CA 92660
(949) 440-0600; email: ilofton@bfr.com

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, CFE, VP, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jason Jacobson, Director of Technology & Production
(714) 708-1549

Brook Furniture Rental, Inc.
Irina B. Lofton
Email: ilofton@bfr.com
Direct: (949) 302-8521
Work: (626)-965-3811 ext. 4122

CONTRACTOR AGREES:

1. To provide courtyard furniture rental as specified:

2. Furniture rental is detailed below.

		Brook Furniture Rental Inc.											
Item Type	Quantity	Item Description	Number of Rental Days	2017 Price	2017 total	2018 Price	2018 Total	2019 Price	2019 Total	2020 Price	2020 Total	2021 Price	2021 Total
Courtyard	**4**	32"Square Patio/Proposed 2 JE Rectangular	**39**	1.25	$195.00	1.3	$202.80	1.35	$210.60	1.4	$218.40	1.45	$226.20
Courtyard	**32**	32" Square Patio Table/Proposed Cambi 48"	**39**	1.47	$1,834.56	1.53	$1,909.44	1.6	$1,996.80	1.66	$2,071.68	1.73	$2,159.04
Courtyard	**206**	Metal Rhonda Patio Chair	**39**	0.4	$3,213.60	0.42	$3,374.28	0.44	$3,534.96	0.46	$3,695.64	0.48	$3,856.32
				Distribution/ Set up/pick	$ 400.00		$ 400.00		$ 400.00		$ 400.00		$ 400.00
				Yearly Total	$ 5,643.16	$ -	$ 5,886.52	$ -	$ 6,142.36	$ -	$ 6,385.72	$ -	$ 6,641.56
				Total 5 Years	$30,699.32								

3. All furniture delivered to the District shall be in new or near-new condition.

4. Pick-up and Delivery:

   Pick-up and delivery shall take place as requested by the District. The District will release a new delivery and pick up schedule at least 30 days prior to first delivery is taken place of each year. All deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m. unless otherwise specified.

5. Rental Rate – base on number of rental days.

6. The District reserves the right and may modify rental period. Cost will be determined by average daily rental cost.

7. The District may add or eliminate number of furniture or change type of furniture. Cost will be determined by similar items and daily average cost. Contractor shall submit cost estimate to the District Contract Representative for pre-approve.

8. The OC annual fair is between mid-July through mid-August of each year. The District may rent additional furniture for other events throughout the year. Contractor shall submit price quote to the District Contract Manager for approval before service is provided.

9. The proposed rate shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, insurance, travel, meal reimbursements, hotel accommodation, equipment,

delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel or any other related services required. The District shall not be billed for any costs that were not included in the contract.

Damages and Lost of Rental Items: Contractor must present evident of damages caused by the District. Such evident must be in a form of either photos taken on the District premises or document signed by a Field Representative. When missing items occurs, the rental cost should stop immediately once the District notify the Contractor. The Contractor must present delivery slip before any compensation can be made. Compensation shall base on the condition of items and price must be equal or less compare to current industry value.

Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

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

DISTRICT AGREES:

1. Furniture rented from Contractor is the property of Contractor and District shall have no right, title or interest therein or thereto other than the right to the possession and use of the furniture for the term of this Agreement.

2. District is responsible for maintaining the rental furniture in the same condition as delivered, with the exception of normal and reasonable wear and tear.
3. To provide Contractor with access to District property
4. To pay Contractor a total sum not to exceed **ELEVEN THOUSAND FIVE HUNDRED TWENTY NINE DOLLARS AND 68/100 ($11,529.68); THIRTY THOUSAND SIX HUNDRED NINETY NINE DOLLARS AND 32/100 ($30,699.32) inclusion option years** based upon the rates outlined herein. Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

- End Exhibit A -

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted by day which services were rendered as followed:

All invoices are to be itemized and contain the District's Purchase Order (PO) number 47162. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. **TIMELINESS:**
Time is of the essence in this Agreement.

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

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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

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

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

        ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. <u>LOSS LEADER</u>:

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.

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverage:

a. General Liability:

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

b. Automobile Liability:

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

c. Workers' Compensation:

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

d. Medical Malpractice:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property 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-

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 (Circle one): **Contractor** **Consultant** **Concessionaire** **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*****

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

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

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-076-17-FT

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

BROOK FURNITURE RENTAL, INC.

2. The term of this Agreement is: **06/15//2017** through **08/30/2018** **FED ID:**
With (3) one (1) year option 8/31/18-8/30/19; 8/31/19-8/30/20; 8/31/20-8/30/21

3. The maximum amount of this Agreement is: **$11,367.48; $29,576.37 inclusion option years**
2017-$5,605.95; 2018 $5,761.53; 2019 $5,889.98, 2020 $6,078.55; 2021 $6,240.36

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

Exhibit A – Scope of Work – **To provide office furniture rental to the OC Fair and Event Center, See Pages 2 and 3 for additional scope of work.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9-12
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Megan's Law	Pages 16-17

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
BROOK FURNITURE RENTAL, INC.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Lee Bauman, General Manager

ADDRESS
4121 Westerly Place, Suite 105, Newport Beach, CA 92660
(949) 440-0600; email: ilofton@bfr.com

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, CFE, VP, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jason Jacobson, Director of Technology & Production
(714) 708-1549

Brook Furniture Rental, Inc.
Irina B. Lofton
Email: ilofton@bfr.com
Direct: (949) 302-8521
Work: (626)-965-3811 ext. 4122

CONTRACTOR AGREES:

1. To provide office furniture rental as specified:

2. Furniture rental is detailed in the table below.

3. All furniture delivered to the District shall be in new or near-new condition.

4. Pick-up and Delivery:

   Pick-up and delivery shall take place as requested by the District. The District will release a new delivery and pick up schedule at least 30 days prior to first delivery is taken place of each year. All deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m. unless otherwise specified.

5. Rental Rate – base on number of rental days.

6. The District reserves the right and may modify rental period. Cost will be determined by average daily rental cost.

7. The District may add or eliminate number of furniture or change type of furniture. Cost will be determined by similar items and daily average cost. Contractor shall submit cost estimate to the District Contract Representative for pre-approve.

8. The OC annual fair is between mid-July through mid-August of each year. The District may rent additional furniture for other events throughout the year. Contractor shall submit price quote to the District Contract Manager for approval before service is provided.

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

   Damages and Lost of Rental Items: Contractor must present evident of damages caused by the District. Such evident must be in a form of either photos taken on the District premises or document signed by a Field Representative. When missing items occurs, the rental cost should stop immediately once the District notify the Contractor. The Contractor must present delivery slip before any compensation can be made. Compensation shall base on the condition of items and price must be equal or less compare to current industry value.

   Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

SA-076-17FT
BROOK FURNITURE RENTAL, INC.

Item Type	Quantity	Item Description	Number of Rental Days	2017 Price	2017 total	2018 Price	2018 Total	2019 Price	2019 Total	2020 Price	2020 Total	2021 Price	2021 Total
Desks	**5**	30" x 60" Desks. - Drawers: 4 (2 on each side with top small and	**72**	0.71	255.6	0.73	262.8	0.75	270	0.78	280.8	0.8	288
Tables	**40**	6' Plastic Folding Tables	**63**	0.23	579.6	0.24	604.8	0.24	604.8	0.25	630	0.26	655.2
Chairs	**3**	Rolling Task Chairs - no arms	**64**	0.39	74.88	0.4	76.8	0.41	78.72	0.43	82.56	0.44	84.48
Work Stations	**3**	4' Work Stations	**64**	0.65	124.8	0.67	128.64	0.69	132.48	0.71	136.32	0.73	140.16
Desks	1	24" x 45" Desk - with 2 drawers minimum	64										
Bookcase	1	36" x 48" 3-Shelf Bookcases	64	0.65	41.6	0.67	42.88	0.69	44.16	0.71	45.44	0.73	46.72
Chairs	**3**	Rolling Desk Chair - with arms	**58**	0.39	67.86	0.4	69.6	0.41	71.34	0.43	74.82	0.44	76.56
Lateral File	1	Two Drawer Locking Lateral File - 36"W	58	0.69	40.02	0.71	41.18	0.73	42.34	0.75	43.5	0.78	45.24
Chairs	**2**	Rolling Desk Chairs - No Arms	**59**	0.39	46.02	0.4	47.2	0.41	48.38	0.43	50.74	0.44	51.92
Desks	**2**	30" x 60" Desks - with minimum 2 drawers	**59**	0.71	83.78	0.73	86.14	0.75	88.5	0.78	92.04	0.8	94.4
Bookcase	**2**	36" x 48" 3-Shelf Bookcases	**59**	0.65	76.7	0.67	79.06	0.69	81.42	0.71	83.78	0.73	86.14
Work Stations	1	4' Work Stations	58	0.65	37.7	0.67	38.86	0.69	40.02	0.71	41.18	0.73	42.34
Chairs	**2**	Rolling Task Chairs - no arms	**58**	0.39	45.24	0.4	46.4	0.41	47.56	0.43	49.88	0.44	51.04
Chairs	**3**	Rolling Office Chairs - with arms	**58**	0.39	67.86	0.4	69.6	0.41	71.34	0.43	74.82	0.44	76.56
Chairs	1	Altura Drafting Stools (have back and cushion)	58	0.86	49.88	0.89	51.62	0.91	52.78	0.94	54.52	0.97	56.26
Desks	1	30" x 48" Desk - with 4 drawers (at least two must be file drawers)	58										
Work Stations	**2**	24" x 48" Work Stations	**58**	0.65	75.4	0.67	77.72	0.69	80.04	0.71	82.36	0.73	84.68
Lateral File	1	2 Drawer LOCKING file cabinet (either letter-sized or legal-sized)	58	0.69	40.02	0.71	41.18	0.73	42.34	0.75	43.5	0.78	45.24
Lateral File	1	36" Two Drawer Lateral File (legal)	58	0.69	40.02	0.71	41.18	0.73	42.34	0.75	43.5	0.78	45.24
Chairs	**2**	Rolling Task Chairs - no arms	**58**	0.39	45.24	0.4	46.4	0.41	47.56	0.43	49.88	0.44	51.04
Storage Cabinets	**2**	36"w x 72"h Metal Storage Cabinets	**58**	0.83	96.28	0.85	98.6	0.88	102.08	0.91	105.56	0.93	107.88
Chairs	1	Rolling Office Chair - with arms	59	0.39	23.01	0.4	23.6	0.41	24.19	0.43	25.37	0.44	25.96
Bookcase	1	36" x 48" 3-Shelf Bookcases	59	0.65	38.35	0.67	39.53	0.69	40.71	0.71	41.89	0.73	43.07
Desk	1	30" x 60" Desk - with 2 Locking	59	0.71	41.89	0.73	43.07	0.75	44.25	0.78	46.02	0.8	47.2
Desks	**2**	30" x 60" Desk - 4 Drawers	**59**	0.71	83.78	0.73	86.14	0.75	88.5	0.78	92.04	0.8	94.4
Chairs	**3**	Rolling Desk Chairs - No Arms	**59**	0.39	69.03	0.4	70.8	0.41	72.57	0.43	76.11	0.44	77.88
Desks	1	24" x 45" Desk - 2 Drawers	54										
Tables	**8**	8' Plastic Table	**57**	0.3	136.8	0.31	141.36	0.32	145.92	0.33	150.48	0.34	155.04
Tables	**6**	6' Plastic Table	**57**	0.23	78.66	0.24	82.08	0.24	82.08	0.25	85.5	0.26	88.92
Chairs	**8**	Rolling Desk Chair - No arms	**57**	0.39	177.84	0.4	182.4	0.41	186.96	0.43	196.08	0.44	200.64
Tables	**4**	8' Plastic Table	**53**	0.3	63.6	0.31	65.72	0.32	67.84	0.33	69.96	0.34	72.08
Desk	1	24" x 45" Desk w/ Side Drawers -	51										
Chairs	1	Rolling Desk Chair - NO ARMS	51	0.39	19.89	0.4	20.4	0.41	20.91	0.43	21.93	0.44	22.44
Chairs	**3**	Rolling Desk Chair with arms	**51**	0.39	59.67	0.4	61.2	0.41	62.73	0.43	65.79	0.44	67.32
Tables	1	Coffee Table	51	0.77	39.27	0.79	40.29	0.82	41.82	0.84	42.84	0.87	44.37
Sofa	**2**	8' Sofa	**51**	1.95	198.9	2.01	205.02	2.07	211.14	2.13	217.26	2.19	223.38
Tables	**2**	End Table	**51**	0.77	78.54	0.79	80.58	0.82	83.64	0.84	85.68	0.87	88.74
Chairs	**4**	"Comfortable Overstuffed" Type Chair	**52**	1.22	253.76	1.26	262.08	1.29	268.32	1.33	276.64	1.37	284.96
Chairs	**5**	Dining Chair with padded seat	**52**	0.3	78	0.31	80.6	0.32	83.2	0.33	85.8	0.34	88.4
Desk	**5**	50" Workstations	**52**	0.65	169	0.67	174.2	0.69	179.4	0.71	184.6	0.73	189.8
Sofa	**3**	8' Sofa	**52**	1.95	304.2	2.01	313.56	2.07	322.92	2.13	332.28	2.19	341.64
Sofa	**3**	4' Loveseat	**52**	1.54	240.24	1.59	248.04	1.63	254.28	1.68	262.08	1.73	269.88
Tables	**2**	Maple Rectangle Cocktail Table - 48"W x 26"D x 17"H	**52**	0.77	80.08	0.79	82.16	0.82	85.28	0.84	87.36	0.87	90.48
Tables	1	Maple End Table - 48"W x 26"D x 17"H	52	0.77	40.04	0.79	41.08	0.82	42.64	0.84	43.68	0.87	45.24
Desk	1	30" x 60" Desk w/ Side Drawers & Center Drawer	47	0.71	33.37	0.73	34.31	0.75	35.25	0.78	36.66	0.8	37.6
Chairs	1	Rolling Office Chair - ARMS	47	0.39	18.33	0.4	18.8	0.41	19.27	0.43	20.21	0.44	20.68
Desk	**3**	30" x 60" Desk - Minimum of 4	**53**	0.71	112.89	0.73	116.07	0.75	119.25	0.78	124.02	0.8	127.2
Chairs	**5**	Rolling Desk Chair - No arms	**53**	0.39	103.35	0.4	106	0.41	108.65	0.43	113.95	0.44	116.6
Partition	1	6' x 6' Upright Folding Partition	36										

Tables	**5**	8' Plastic Table	**38**	0.3	57	0.31	58.9	0.32	60.8	0.33	62.7	0.34	64.6
Desk	**4**	30" x 60" Desk Minimum of 4 drawers	**37**	0.71	105.08	0.73	108.04	0.75	111	0.78	115.44	0.8	118.4
Cabinet	**2**	36"w x 72"h Half Locking Cabinet	**38**	0.83	63.08	0.85	64.6	0.88	66.88	0.91	69.16	0.93	70.68
Tables	**2**	Coffee Table - no specific size	**35**	0.77	53.9	0.79	55.3	0.82	57.4	0.84	58.8	0.87	60.9
Sofa	**2**	6' Sofa - 1 in each trailer	**35**	1.33	93.1	1.37	95.9	1.41	98.7	1.45	101.5	1.5	105
Sofa	**2**	8' Sofa	**35**	1.95	136.5	2.01	140.7	2.07	144.9	2.13	149.1	2.19	153.3
Sofa	1	8' Sofa	34	1.95	66.3	2.01	68.34	2.07	70.38	2.13	72.42	2.19	74.46
			Total		$ 5,005.95		$5,161.53		$5,289.98		$5,478.55		5640.36
		Items in orange are not available		Distribution/ Set up/pick up	$ 600.00		$ 600.00		$ 600.00		$ 600.00		$ 600.00
				Yearly Total	$ 5,605.95	$ -	$5,761.53	$ -	$5,889.98	$ -	$6,078.55	$ -	$6,240.36
				Total 5 Years	$29,576.37								

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

DISTRICT AGREES:

1. Furniture rented from Contractor is the property of Contractor and District shall have no right, title or interest therein or thereto other than the right to the possession and use of the furniture for the term of this Agreement.

2. District is responsible for maintaining the rental furniture in the same condition as delivered, with the exception of normal and reasonable wear and tear.
3. To provide Contractor with access to District property
4. To pay Contractor a total sum not to exceed **ELEVEN THOUSAND THREE HUNDRED SIXTY SEVEN DOLLAR AND 48/100; TWENTY NINE THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 37/100 ($29,576.37) inclusion option years** based upon the rates outlined herein. Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

- End Exhibit A -

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

	Supervisor	2017	2018	2019	2020	2021
2189-00		181.5296	186.9728	192.416	197.7354	203.13
2189-00		649.152	677.376	677.376	699.3	727.272
5200-43	Betty	186.872	192.5504	198.2288	203.3964	209.0241
5220-44	Stephen A.	107.8336	110.432	114.3296	117.1716	119.7468
5220-47	Jennifer K	553.4144	569.1952	586.264	600.4101	617.8593
4220-49	Elaine	440.496	454.5408	464.7552	479.5866	493.506
5220-50	Love	312.8384	321.0704	330.1536	340.9143	349.0728
5220-52	Janis	57.904	59.4832	61.0624	63.1257	64.6908
5220-53	Chris	277.872	285.9136	297.3152	301.92	309.8898
5220-62	Omar	286.272	294.336	302.4	311.688	319.68
5220-64	Linda/Teresa	662.1216	680.9152	699.7088	718.725	739.2822
5220-70	Dan G.	391.776	403.4688	415.9456	423.8202	436.9626
5220-72	Shannon	1305.158	1345.9264	1384.376	1412.4084	1454.544
5220-74	Janis	22.2768	22.848	23.4192	24.3423	24.9084
5220-80	Evy	171.1472	175.7728	180.3984	186.6465	191.2308

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted by day which services were rendered as followed:

All invoices are to be itemized and contain the District's Purchase Order (PO) number 47173. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

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

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

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

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

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

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

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

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property 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-

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 (Circle one): **Contractor** **Consultant** **Concessionaire** **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*****

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

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

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-089-17HB

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
TREVOR HALL TOURING, INC. F/S/O TREVOR HALL

2. The term of this Agreement is: **07/23/17** through **07/23/17** **FED ID:**

3. The maximum amount of this Agreement is: **$10,000.00**

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

Exhibit A – Scope of Work – **To present "Trevor Hall" in The Hangar at the 2017 OC Fair. See Page 2 for additional Scope of Work.**	Page 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 13 – 16

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
TREVOR HALL TOURING, INC. F/S/O TREVOR HALL

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Patrick McAuliff, Agent

ADDRESS
Monterey International
200 West Superior, Suite 202, Chicago, IL 60654
(312) 640-7500 simon@montereyinternational.net

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Hangar at the OC Fair

2017 Performance Offer

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	**Trevor Hall**	**$10,000**
Support 1	TBD	**$2,000**
Support 2	NA	**$0**

Today's Date	2/6/17	Expiration Date	3/23/2017	Revision Date	TBD
Performance Date	7/23/17	Event Time	7:30 PM	Doors Open	6:30 PM
Support 2 Start	NA	Support 1 Start	TBD	Headliner Start	8:35 PM
Presale Date	TBD	Public Sale Date	TBD	Curfew	10:30 PM

Agent / Agency Contact Information			
Agent	Patrick McAuliff	Agency	United Talent
Phone	312.640.7500	Email	patrick@montereyinternational.net

The Hangar at the OC Fair Contact Information					
Buyer	Dan Gaines	Email	dgaines@ocfair.com	Phone	714.708.1924
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Doug Sturgis	Email	doug@rkde.net	Phone	909.821.3165
Contracts	Jeff Willson	Email	jwillson@ocfair.com	Phone	714.708.1878
Buys	Jeff Willson	Email	jwillson@ocfair.com	Phone	714.708.1878
Counts	Jeff Willson	Email	jwillson@ocfair.com	Phone	714.708.1878

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Price	Gross Potential
Seated Floor 1	342	25	0	317	$ 11.00	$ 3,487.00
Seated Floor 2	408	25	0	383	$ 8.50	$ 3,255.50
Seated Floor 3	760	0	0	760	5.50	$ 4,180.00
Standing GA Floor	200	0	0	200	3.00	$ 600.00
E	0	0	0	0	-	$ -
F	0	0	0	0	-	-
G	0	0	0	0	-	-
H	0	0	0	0	-	-
Total Per Show	1,710	50	0	1,660		$ 11,522.50

Ticket Add-Ons				
Source	**Per Ticket**	**Capacity**		**Total**
Fair Admission	$ 14.00	1,660		$ 23,240.00
Facility Fee	$ -	1,660		$ -
Adjusted Potential				$ (11,717.50)

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	10,000.00	10,000.00
Support 1 Guarantee	1	2,000.00	2,000.00
Backline	1	0.00	-
House Nut	1	10,000.00	10,000.00
Advertising	1	2,500.00	2,500.00
Total Costs	1	24,500.00	$ 24,500.00

Deal Information

*The Hangar at the OC Fair has market exclusivity for this performance; no plays or advertising are allowed for events within a 60 mile radius (Los Angeles, Inland Empire and Orange County) for 90 days before performance date. Request The Simpkin Project or Pacific Dub as potential support.
*Terms: $10,000 FLAT guarantee.
*Offer is inclusive of all other costs: support, backline, extra production expense, air and ground transportation and hotel rooms. Any and all add-ons will be charged back to talent.
* Fair / Festival advertising
*Merchandise deal: Venue sells, 70/30 split on non-copyrighted material and 90/10 on copyrighted material.
*Artist is requested to participate in a backstage pre-show or post-show meet & greet arranged by the promoter.
*Artist is requested to participate in a minimum of one (1) media interview.
*Any performer fan club presale that requires that seats be held must end prior to the venue presale.
*Standing general admission will be considered overflow seating and only sold when hard seats are sold out.
*All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident.

Ticketing Information

*Any performer fan club presale that requires that seats be held must end prior to the established venue presale date.
*Artist is allocated 20 comp tickets for this event. Venue must be informed of potential buys before event goes on sale.
*All Artist comp requests must be submitted to Hangar Production Manager at hangarproduction@ocfair.com.
*Tickets will only be held for purchase by the Artist or Artist representatives upon request prior to the first day that tickets become available.
*Tickets held by the Artist or the Artist's representatives for purchase are considered sold. If these seats have not been requested 10 business days prior to the performance event, they will be released, without notification, for public purchase.
*A ticket price that is up to 50% off will be available to OC Super Pass (season ticket) holders.
*A ticket price that is up to 15% off will be available to groups purchasing 10 or more tickets.
*The venue reserves the right to engage ticket discount outlets, e.g. Goldstar, Groupon, etc., with offers up to 50% off, as it deems necessary.
*The venue reserves the right to engage Ticketmaster with offers up to 50% off, as it deems necessary.

Production Information

*This offer is predicated on the fact that the visiting production team will be using existing in-house production.
*Any additional gear will be at the sole expense of the artist. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommendations, pyrotechnics, video, etc.
*Any labor to strike or restore changes or additions to the existing truss design at The Hangar will be at the sole expense of the Artist.
*Artist my bring supplementary production elements, such as monitor systems, FOH console, lighting console, lighting elements at their own expense.
*If seat kills are required as a result of additional production elements brought into The Hangar by the Artist, Artist will be charged the face value of the tickets representing lost seats.
*There will be a $2,500 origination fee for Contractor video taping of the event, plus any additional costs required by IATSE 504.

Other Information

*The house rider for The Hangar at the OC Fair is incorporated into this Performance Offer and supercedes the Artist rider.
*The Hangar stage will be used by other community based performers during the day, in advance of this performance. The stage will be clear and the venue vacated for three (3) hours in advance of the performance for eqipment load-in, sound check, and audience load-in.

Performance Offer Authorization

Dan Gaines	
Talent Buyer	OCFEC Representative
2/6/2017 9:39	
Date	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 23, 2017.

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

Note: Artist will not receive payment on Sunday, July 23, 2017 if a fully signed contract and other required documents have not been received by the District.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

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

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – HANGAR HOUSE RIDER/PERFORMANCE AGREEMENT/INSURANCE REQUIREMENTS

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Artist") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO of the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Artist shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Artist shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Artists who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District at least ten (10) days prior to the performance date.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:
1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Artist will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Artist's monitor system, at Artist's request, at no additional cost to the District.

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

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

MEDIA – WEBSITE
The District requires that the Artist place specific information about the contracted event at the OC Fair on its web site. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Artist consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

EXHIBIT E – HANGAR HOUSE RIDER/PERFORMANCE AGREEMENT/INSURANCE REQUIREMENTS (CONT.)

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

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

SOUND AND LIGHTS
Artist agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Artist.

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

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING
Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CDs is 90%/10%. District will provide adequate point(s) of sale. Please contact the Production Office for merchandising contact.

SPONSORSHIPS
The District's sponsorships will take precedence over Artist's sponsorships. Artists who have a sponsor will receive one-half (1/2) the number of signs, posters, and/or impressions compared to the number of the District's sponsor. Artist's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Artists shall not receive any revenues from District sponsorships.

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE
The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Artist impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Artist, then the Artist shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Artist and District which would prevent the start of the show at the scheduled time, it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT E – HANGAR HOUSE RIDER/PERFORMANCE AGREEMENT/INSURANCE REQUIREMENTS (CONT.)

WORKERS' COMPENSATION INSURANCE

Artist warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on STD. 204 – Payee Data Record, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Artist's specific representation and warranty that it has the proper Workers' Compensation Insurance and that the Artist will indemnify and hold harmless the District in the event it did not have the insurance.

Artist further certifies that by signing this Agreement, Artist will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

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

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

EXHIBIT E – HANGAR HOUSE RIDER/PERFORMANCE AGREEMENT/INSURANCE REQUIREMENTS (CONT.)

MISCELLANEOUS

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

PROMOTIONAL MATERIAL AND ADVERTISING

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

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Artist names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Artist will not have prior approval of any Fair-related promotional or advertising material. All Artist guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artist's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

ARTIST COMPLIMENTARY TICKETS

The District will provide the Artist with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Artist. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Artist's guests will be subject to a parking charge at the event. If available, the Artist may purchase additional tickets through the OC Fair box office.

PROFANE OR OBSCENE LANGUAGE

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

CONFLICT OF LAWS OR TERMS

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

CONTRACTOR'S POWER AND AUTHORITY

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

_____ _____

Kathy Kramer, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R ___ A ___ F ___

AGREEMENT NUMBER
SA-132-17YR

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
COSTA MESA POLICE DEPARTMENT

2. The term of this Agreement is: **04/01/17** through **03/31/18** **FED ID:**

3. The maximum amount of this Agreement is: **$70,000.00**

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

Exhibit A – Scope of Work – **To provide and coordinate traffic management services during designated Year-Round Events for the OC Fair & Event Center. See Page 2 for additional**	Page 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 6
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 7 – 9
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E - Insurance Requirements (Attached hereto as part of this agreement)	Page 10-12

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COSTA MESA POLICE DEPARTMENT

BY *(Authorized Signature)* ✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Robert Sharpnack, Police Chief

ADDRESS
P.O. Box 1200, Costa Mesa, CA 92626
(714) 754-5115

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide and coordinate traffic management services during designated Year-Round Events at the OC Fair & Event Center.
2. To provide officers for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
4. To close city streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
5. To provide a summary report of field operations, including a description of services performed by field officers.
6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate.
8. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of $160.42 per service hour. Total amount not to exceed SEVENTY THOUSAND DOLLARS ($70,000.00).
3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-30

PAYMENT PROVISIONS:

Payment will be Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice, and PO #46948

Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate. When possible, invoices for services shall be submitted within 72 hours following each event.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

12. **TIMELINESS:**
Time is of the essence in this Agreement.

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

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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

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

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

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

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

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

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

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

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

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

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

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

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

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

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

-End Exhibit E-

-STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R A F

AGREEMENT NUMBER

SA-133-17FT

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COSTA MESA POLICE DEPARTMENT

2. The term of this Agreement is: **06/01/17** through **09/30/17** **FED ID:**

3. The maximum amount of this Agreement is: **$365,000.00**

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

Exhibit A – Scope of Work – To provide and coordinate traffic management services during the 2017 OC Fair. See page 2 for additional details.	Page 1-2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-6
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 7-10
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E - Insurance Requirements (Attached hereto as part of this agreement)	Pages 11-13

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

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

CONTRACTOR

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

COSTA MESA POLICE DEPARTMENT

BY *(Authorized Signature)* ✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert N. Sharpnack, Chief of Police

ADDRESS

P.O Box 1200, Costa Mesa, CA 92626

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for the 2017 OC Fair at the OC Fair and Event Center.

2. To attend a pre-Fair meeting with District staff in June 2017, a post-Fair meeting with District staff in September 2017, and other meetings during the 2017 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by Contractor and the District.

3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.

4. To close city streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.

5. To provide a summary report of field operations, including a description of services performed by field officers.

6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.

7. Invoicing shall include the event name for which services were rendered as well as employee names/titles, shift start and end time, hours worked and employee's hour rate.

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

DISTRICT AGREES:

1. To notify Contractor in advance of requested services.

2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of $160.42 per service hour. Total amount not to exceed THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS ($365,000).

3. Payment will be made no more than thirty (30) days after satisfactory completion of services herein required and upon receipt of proper itemized invoice.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

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

Invoice shall be itemized and contain the District's Purchase Order number 046949. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

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

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

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

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

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

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

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

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-141-17AS

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
INTERNATIONAL SPEEDWAY, INC.

2. The term of this Agreement is: **07/15/17** through **07/15/17** **FED ID:**

3. The maximum amount of this Agreement is: **$26,000.00**

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

Exhibit A – Scope of Work – **To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the Annual Speedway Derby on Saturday, July 15, 2017. See Page 2 for additional details.**	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:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 18 – 20

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

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

CONTRACTOR

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

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Brad Oxley

ADDRESS
P.O. Box 3334, San Clemente, CA 92672-3334
(949) 492-9933

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

International Speedway, Inc.
Name: Brad Oxley
Title: Owner
Phone number: (949) 492-9933

CONTRACTOR AGREES:

1. To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the Annual Speedway Fair Derby in the Action Sports Arena on Saturday, July 15, 2017. Event shall begin at 7:30 p.m. and conclude by 9:30 p.m.
2. Provisions:
   a. Each rider must complete and sign a participation waiver provided by an OC Fair & Event Center representative. Waivers must be delivered to the OC Fair & Event Center prior to any race participation, including warm-ups.
   b. To provide and pay all prize monies and trophies. Total purse: EIGHT THOUSAND DOLLARS ($8,000.00).
   c. To provide a professional event announcer. The event announcer may promote non-Fair International Speedway events at an interval approved by the District's Entertainment Director. **The event announcer will also promote specific OC Fair events as detailed by the District's OC Fair Entertainment Director**.
   d. To provide a singer to perform the "National Anthem."
   e. To provide track and stadium preparation, including arena cover-up for a total cost of THREE THOUSAND DOLLARS ($3,000.00), which is included in this contract and in this contracted amount.
   f. To provide all required equipment to facilitate the event.
   g. To promote contracted event via Contractor's email, mailer, mobile (if available) and website prior to the 2016 OC Fair.
   h. To include all administrative costs.
   i. To provide participant and public liability insurance with additional insured language.
   j. To provide emergency service personnel as required by Contractor's insurance provider.

2. Programs:
   a. The Contractor will provide programs for races.
   b. The Contractor may provide programs free to the public without payment of any fees to the District, unless the advertising income and the value of tickets exchanged to finance the program exceeds the cost of producing and printing the programs. The Contractor shall provide the District with evidence of the cost of production of the program and the value of the tickets exchanged.
   c. In the event the Contractor elects to sell programs, the District is to receive 30% of gross sales, after applicable sales taxes.

3. Participants/Staff Parking:
   a. Participant parking to be located in the Action Sports Arena Pits. Staff parking to be located in designated parking areas, as directed by District Management.

4. Notice of Schedule of Events:
   a. To provide copy of all advertising and promotional material related to annual OC Fair racing.

5. Race:
   a. No race shall begin without an ambulance on standby in the "Pit Area." Ambulance to be provided by contractor.
   b. No alcoholic beverages to be consumed in the "Pit Area" or by anyone involved in the production of races prior to the scheduled race and during the racing program. Contractor accepts responsibility for monitoring and enforcing this restriction.
   c. The "Pit Area" shall be restricted to participants, mechanics and officials until the race program is concluded.
   d. Repair and maintenance of all vehicles to be done in designated "Pit Area" only.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

e. To adhere to all State of California building, safety and fire codes and laws.

6. Sound:
   a. To be held responsible for the installation of the effective and approved mufflers, on all participant's vehicles in motorized racing events, to reduce noise as to be in compliance with rules and regulations of this contract regarding noise as recommended in good faith by District Management and in order to comply with applicable law and/or court orders. Contractor fully understands that the decibel levels are to be recorded of each motorcycle crossing the finish line with a checkered flag. Specific decibel levels and distances shall be ninety-five (95) dba measured at one hundred feet (100') from the source which may be modified by District Management, in good faith, at a later date if deemed necessary.
   b. Sound system will be set at a decibel level specified by District Management. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 10:00 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system

7. Concession Privilege:
   a. Contractor may sell at no commission, T-shirts, buttons and other souvenirs that relate to the races and events produced by Contractor, within confines of Action Sports Arena during the Speedway Fair Derby.

8. Food/Alcoholic Beverage Concession:
   a. District retains all concession rights for the sale of food, beverage and alcohol in and about the Action Sports Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.

9. Exit Gates:
   a. Major exits shall not be obstructed or secured in the closed position.

10. Additional Costs:
    a. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor will be billed.

11. Acceptance of Grounds:
    a. Contractor accepts the grounds as they exist. If the Contractor believes that repairs and/or adjustments need to be made to the grounds and/or venue, Contractor should contact District Event Operations to discuss, and not make repairs and/or adjustments. The District will not pay for repairs and/or adjustments that are made without notification.
    b. If the Contractor feels an area is unsafe, Contractor should report the area immediately to the District Event Operations staff.

12. Injuries:
    a. All injuries must be reported immediately to the District's Security personnel, giving the name of individual, type of injury, location of injury and description of how injury occurred.

13. Decorative Materials:
    a. All decorating material must be removed by the Contractor at the conclusion of the event.
    b. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to the Fairground facilities and equipment is strictly prohibited. Masking tape and duct tape is permitted.
    c. Any repairs required as a result of the Contractors decorative materials will be the financial responsibility of the Contractor.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

14. Signs:
    a. That the OC Fair & Event Center has exclusive sponsorship rights to this event. It is the responsibility of the Contractor to inform non-Fair International Speedway sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair International Speedway Sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.

15. Arrival of Items:
    a. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.

16. Distribution Outside Contracted Space:
    a. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.

17. Equipment:
    a. Any and all requirements in the set-up, staging or conduct of said events will be provided at Contractor's expense.

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

STATE AGREES:

1. To provide the Action Sports Arena (Production Trailer, Action Sports Arena Ticket Office, Action Sports Arena Restrooms, Racetrack, and entire area fenced in and enclosed for seating of the public and Pit Area for participants).

2. To provide event security, parking staff ushers, ticket sellers, ticket takers and event maintenance staff.

3. To provide parking for the event participants.

4. To pay Contractor the total sum not to exceed TWENTY SIX THOUSAND DOLLARS ($26,000.00) upon satisfactory completion of work herein required on Saturday, July 15, 2017.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-70 $3,000.00
5770-70 $23,000.00

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 15, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

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

ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

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

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

PERFORMANCE LENGTH/TIMES
Contractor shall adhere to performance lengths and times as indicated in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

MEDIA - INTERVIEW
The District also requires that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION
Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:
"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…
(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

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

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL & ADVERTISING

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

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

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

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

COMPLIMENTARY TICKETS

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

PROFANE OR OBSCENE LANGUAGE

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

CONFLICT OF LAWS OR TERMS

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

CONTRACTOR'S POWER AND AUTHORITY

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

Kathy Kramer, CFE, CMP, Chief Executive Officer or **Ken Karns, Vice President, Operations** **32nd District Agricultural Association** **OC Fair & Event Center**	**Artist/Producer/Contractor**

-End Exhibit E-

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverage:

a. General Liability:

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

b. Automobile Liability:

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

c. Workers' Compensation:

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

d. Medical Malpractice:

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

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

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-142-17AS

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
INTERNATIONAL SPEEDWAY, INC.

2. The term of this Agreement is: **07/14/17** through **07/14/17** **FED ID:**

3. The maximum amount of this Agreement is: **$26,000.00**

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

Exhibit A – Scope of Work – **To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce "X-treme Freestyle Moto-X" Jumping Invitational on Saturday, July 15, 2017. See Page 2 for additional details.**	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:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 18 – 20

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

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

CONTRACTOR

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

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Brad Oxley

ADDRESS
P.O. Box 3334, San Clemente, CA 92672-3334
(949) 492-9933

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

International Speedway, Inc.
Name: Brad Oxley
Title: Owner
Phone number: (949) 492-9933

CONTRACTOR AGREES:

1. To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the X-treme Freestyle Moto-X Jumping Invitational, Friday, July 14, 2017. Event to begin at 7:30 p.m. and conclude by 9:00 p.m.

2. To provide a minimum of six (6) freestyle moto-x riders and twelve (12) mini cycle riders.

3. Provisions:

   a. Each rider must complete and sign a participation waiver produced by an OC Fair & Event Center representative. Waivers must be delivered to the OC Fair & Event Center representative before any participation, including warm-ups, take place.

   b. To provide and pay all prize monies and trophies. Total purse: EIGHT THOUSAND DOLLARS ($8,000.00).

   c. To provide a professional event announcer. The event announcer may promote non-Fair International Speedway events at an interval approved by the District's Entertainment Director. **The event announcer will also promote specific OC Fair events as detailed by the District's OC Fair Entertainment Director**.

   d. To provide a singer to perform the "National Anthem."

   e. To provide track and stadium preparation and tear-down, including cover-up, for a total cost of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), which is included in this contract and in this contracted amount.

   f. To provide all required equipment to facilitate the event.

   g. To include a special freestyle moto-x ramp and mini cycle course.

   h. To promote contracted event via Contractor's email, mailer, mobile (if available) and website prior to the 2015 OC Fair.

   i. To include all administrative costs.

   j. To provide participant and public liability insurance with additional insured language.

   k. To provide emergency service personnel as required by Contractor's insurance provider.

2. Programs:
   a. The Contractor will provide programs for races.

   b. The Contractor may provide programs free to the public without payment of any fees to the District, unless the advertising income and the value of tickets exchanged to finance the program exceeds the cost of producing and printing the programs. The Contractor shall provide the District with evidence of the cost of production of the program and the value of the tickets exchanged.

   c. In the event the Contractor elects to sell programs, the District is to receive 30% of gross sales, after applicable sales taxes.

3. Participants/Staff Parking:
   a. Participant parking to be located in the Action Sports Arena Pits. Staff parking to be located in designated parking areas, as directed by District Management.

4. Notice of Schedule of Events:
   a. To provide copy of all advertising and promotional material related to annual OC Fair racing.

5. Race:
   a. No race shall begin without an ambulance on standby in the "Pit Area." Ambulance to be provided by Contractor.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

b. No alcoholic beverages to be consumed in the "Pit Area" or by anyone involved in the production of races prior to the scheduled race and during the racing program. Contractor accepts responsibility for monitoring and enforcing this restriction.

c. The "Pit Area" shall be restricted to participants, mechanics and officials until the race program is concluded.

d. Repair and maintenance of all vehicles to be done in designated "Pit Area" only.

e. To adhere to all State of California building, safety and fire codes and laws.

6. Sound:
   a. To be held responsible for the installation of the effective and approved mufflers, on all participant's vehicles in motorized racing events, to reduce noise as to be in compliance with rules and regulations of this contract regarding noise as recommended in good faith by District Management and in order to comply with applicable law and/or court orders. Contractor fully understands that the decibel levels are to be recorded of each motorcycle crossing the finish line with a checkered flag. Specific decibel levels and distances shall be ninety-five (95) dba measured at one hundred feet (100') from the source which may be modified by District Management, in good faith, at a later date if deemed necessary.
   b. Sound system will be set at a decibel level specified by District Management. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 10:00 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system

7. Concession Privilege:
   a. Contractor may sell at no commission, T-shirts, buttons and other souvenirs that relate to the races and events produced by Contractor, within confines of Action Sports Arena during the Speedway X-treme Moto-X event.

8. Food/Alcoholic Beverage Concession:
   a. District retains all concession rights for the sale of food, beverage and alcohol in and about the Action Sports Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.

9. Exit Gates:
   a. Major exits shall not be obstructed or secured in the closed position.

10. Additional Costs:
    a. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor will be billed.

11. Acceptance of Grounds:
    a. Contractor accepts the grounds as they exist. If the Contractor believes that repairs and/or adjustments need to be made to the grounds and/or venue, Contractor should contact District Event Operations to discuss, and not make repairs and/or adjustments. The District will not pay for repairs and/or adjustments that are made without notification.
    b. If the Contractor feels an area is unsafe, Contractor should report the area immediately to the District Event Operations staff.

12. Injuries:
    a. All injuries must be reported immediately to the District's Security personnel, giving the name of individual, type of injury, location of injury and description of how injury occurred.

13. Decorative Materials:
    a. All decorating material must be removed by the Contractor at the conclusion of the event.
    b. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to the Fairground facilities and equipment is strictly prohibited. Masking tape and duct tape is permitted.
    c. Any repairs required as a result of the Contractors decorative materials will be the financial responsibility of the Contractor.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

14. Signs:
    a. That the OC Fair & Event Center has exclusive sponsorship rights to this event. It is the responsibility of the Contractor to inform non-Fair International Speedway sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair International Speedway sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.

15. Arrival of Items:
    a. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.

16. Distribution Outside Contracted Space:
    a. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.

17. Equipment:
    a. Any and all requirements in the set-up, staging or conduct of said events will be provided at Contractor's expense.

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

STATE AGREES:

1. To provide the Action Sports Arena (Production Trailer, Action Sports Arena Ticket Office, Action Sports Arena Restrooms, Racetrack, and entire area fenced in and enclosed for seating of the public and Pit Area for participants).
2. To provide event security, parking staff ushers, ticket sellers, ticket takers and event maintenance staff.
3. To provide parking for the event participants.
4. To provide Contractor use of skip loader and water truck for event set-up.
5. To pay Contractor the total sum not to exceed TWENTY SIX THOUSAND DOLLARS ($26,000.00) upon satisfactory completion of work herein required on Friday, July 15, 2016.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-70 $2,500.00
5770-70 $23,500.00

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, July 14, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

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

ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

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

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

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

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

PERFORMANCE LENGTH/TIMES
Contractor shall adhere to performance lengths and times as indicated in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

MEDIA - INTERVIEW
The District also requires that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION
Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:
"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…
(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

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

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL & ADVERTISING

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

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

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

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

COMPLIMENTARY TICKETS

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

PROFANE OR OBSCENE LANGUAGE

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

CONFLICT OF LAWS OR TERMS

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

CONTRACTOR'S POWER AND AUTHORITY

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

Kathy Kramer, CFE, CMP, Chief Executive Officer or **Ken Karns, Vice President, Operations** **32nd District Agricultural Association** **OC Fair & Event Center**	**Artist/Producer/Contractor**

-End Exhibit E-

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverage:

a. General Liability:

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

b. Automobile Liability:

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

c. Workers' Compensation:

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

d. Medical Malpractice:

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

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

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-143-17AS

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
FLYING U RODEO CO., INC.

2. The term of this Agreement is: **07/31/17** through **08/07/17** **FED ID:**

3. The maximum amount of this Agreement is: **$123,450.00 ($118,650.00 TALENT; $4,800.00 ACCOMODATION BUY OUT)**

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

Exhibit A – Scope of Work – **To present Extreme Rodeo, Broncs & Bulls, and Fiesta del Charro at the 2017 OC Fair in the Action Sports Arena. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 17 – 19

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
FLYING U RODEO CO., INC.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Cotton Rosser, President

ADDRESS
320 Fifth Street, Marysville, CA 95901
(530) 742-8249

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Flying U Rodeo Co., Inc.
Name: Cotton Rosser
Title: President
Phone number: (530) 742-8249

CONTRACTOR AGREES:

1. To present Extreme Rodeo, Broncs & Bulls, and Fiesta del Charro at the 2017 OC Fair, in the Action Sports Arena, on the following dates and times:
   a. Wednesday, August 2 – Extreme Rodeo, 8:00 p.m.
   b. Thursday, August 3 – Broncs & Bulls, 8:00 p.m.
   c. Friday, August 4 – Extreme Rodeo, 8:00 p.m.
   d. Saturday, August 5 – Broncs & Bulls, 8:00 p.m.
   e. Sunday, August 6 – Fiesta del Charro, 7:00 p.m.

2. To supply all stock, feed, panels, pens, chutes, labor, judges, clowns, announcers, contract acts, insurance, fees prize money, music, dancers and specialty attractions.

3. To provide at no cost to the District all necessary materials, machinery, tools and personnel to setup, maintain and remove portable arena, chutes and holding pens, hereinafter collectively referred to as “Rodeo Equipment.”

4. To set up Rodeo Equipment beginning Monday, July 31, 2017, at 9:00 a.m., and conclude by 5:00 p.m. on Tuesday, August 1, 2017.

5. To dismantle and remove Rodeo Equipment no earlier than 11:59 p.m. on Sunday, August 6, 2017, and conclude by 4:00 p.m. Monday, August 07, 2017.

6. To coordinate Rodeo Equipment setup and removal with District Management. Contractor must receive approval from the District prior to setting up and/or removing any Rodeo Equipment.

7. To submit signage and promotional material for approval by the District in advance of display or dissemination.

8. That the Extreme Rodeo will include the following events:
   a. Six (6)-Man Wild Cow Race
   b. Backwards Bull Rider
   c. Bull Chariots
   d. Bull Poker
   e. Bull Fight (Two (2)-Man)
   f. Ring of Fire
   g. Money Grab
   h. Wild Ride (Two (2)-Man)
   i. Toro Totter
   j. Covered Wagon Races

9. That each performance of Broncs & Bulls will consist of the following:
   a. Four (4) Sections of Bull Riding (Total 25 Bulls)
   b. Four (4) Specialty Acts including Bronc Riding
   c. One (1) Opening Ceremony with Aerial Flag Jumper
   d. One (1) Section of Junior Calf Riders
   e. One (1) Bull Poker
   f. Covered Wagon Races

EXHIBIT A – SCOPE OF WORK (CONT.)

10. That each performance of the Fiesta del Charro will consist of the following:
    a. Bull Riding (25 Bulls)
    b. Opening Ceremony with Aerial Flag Jumper
    c. Dancers
    d. Trick Ropers
    e. Horse Demonstrations
    f. Covered Wagon Races

11. To make rodeo riders/participants available for a public meet & greet in the Baja Blues area following each event.

CONTRACTOR AGREES (CONT.):

12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

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

STATE AGREES:

1. No payment shall be made in advance of services rendered.

2. To provide P.A. system, tractor and drag, arena, security, and ambulance.

3. To provide backstage space for livestock, equipment and performers.

4. To provide three (3) tons of hay.

5. To pay Contractor a total sum not to exceed ONE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($123,450.00) inclusive of FOUR THOUSAND EIGHT HUNDRED DOLLARS ($4,800.00) accommodation buyout upon satisfactory completion of work herein required.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5105-70	$4,800.00
	5770-70	$118,650.00

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required following their final performance on Sunday, August 6, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

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

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

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

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

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

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

12. TIMELINESS:
Time is of the essence in this Agreement.

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

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

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

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

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

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

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

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

PERFORMANCE LENGTH/TIMES
Contractor shall adhere to performance lengths and times as indicated in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

MEDIA - INTERVIEW
The District also requires that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

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

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

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

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

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

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

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

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

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

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

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

INSURANCE

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

FORCE MAJEURE CLAUSE

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

INDEMNIFICATION

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:
"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…
(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

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

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

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

MISCELLANEOUS

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

PROMOTIONAL MATERIAL & ADVERTISING

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

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

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

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

COMPLIMENTARY TICKETS

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

PROFANE OR OBSCENE LANGUAGE

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

CONFLICT OF LAWS OR TERMS

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

CONTRACTOR'S POWER AND AUTHORITY

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

_____	_____
Kathy Kramer, Chief Executive Officer or **Ken Karns, Vice President, Operations** **32nd District Agricultural Association** **OC Fair & Event Center**	**Artist/Producer/Contractor**

-End Exhibit E-

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverage:

a. General Liability:

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

b. Automobile Liability:

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

c. Workers' Compensation:

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

d. Medical Malpractice:

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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

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

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

III. Participant Waivers

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

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-153-17GE

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
ALL-ALASKAN RACING PIGS, LLC

2. The term of this Agreement is: **07/11/17** through **08/14/17** **FED ID:**

3. The maximum amount of this Agreement is: **$37,600.00**

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

Exhibit A – Scope of Work – **To provide "Racing Pigs" entertainment events at the 2017 OC Fair. See Page 2 for additional Scope of Work.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8

Check mark one item below as Exhibit D:

☒	Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
☐	Exhibit - D* Special Terms and Conditions	

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ALL-ALASKAN RACING PIGS, LLC

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Bart Noll, Owner

ADDRESS
508 Kodiak Street, Eugene, OR 97401
(541) 513-2142

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

All-Alaskan Racing Pigs, LLC
Name: Bart Noll
Title: Owner
Phone number: (541) 513-2142

CONTRACTOR AGREES:

1. To provide Racing Pig events in the Livestock area, or alternate area determined by the District, from July 14 – August 13 for the 2017 OC Fair.

2. To begin setup of race track and associated equipment on Tuesday, July 11, 2017, to be substantially completed by Wednesday, July 12, at 6:00 p.m.

3. To the following provisions related to the Racing Pigs:

   a. Racing pig shows shall consist of four (4) heats of racing, four (4) pigs per heat, at 15 to 25 minutes per show (20 minutes preferred and intended).

   b. Contractor shall perform six (6) shows on weekdays and seven (7) shows on weekends, with each show starting at least one (1) hour apart. The beginning of the first show and the beginning of the last show shall be no more than eight (8) hours apart.

   c. Pig races shall be held Wednesdays through Fridays according to the following schedule:

      i. 2:00 p.m.;
      ii. 3:00 p.m.;
      iii. 4:00 p.m.;
      iv. 6:00 p.m.;
      v. 7:00 p.m.; and
      vi. 8:00 p.m.

   d. Pig races shall be held Saturdays and Sundays according to the following schedule:

      i. 2:00 p.m.;
      ii. 3:00 p.m.;
      iii. 4:00 p.m.;
      iv. 5:00 p.m.;
      v. 7:00 p.m.;
      vi. 8:00 p.m.; and
      vii. 9:00 p.m.

   e. To provide race track fencing and starting gates, a high quality PA system, costumes for personnel and pigs, climate-controlled housing for pigs, a sufficient number of pigs to fulfill the race requirements, and all personnel required for the performance.

   f. To provide high-quality care for the animals for the duration of the contract. State personnel have the right to inspect animals and their accommodations immediately upon request.

4. To remove the race track and associated equipment no earlier than Sunday, August 13, at 11:59 p.m. Contractor must receive approval from the District prior to tear down. Removal shall be completed by 5:00 p.m., Monday, August 14, 2017.

5. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

EXHIBIT A – SCOPE OF WORK (CONT.)

6. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide a flat surface area, consisting of a minimum of 25' x 45' for the setup of the pig racing track and equipment, with additional space to accommodate spectators, as determined necessary by the District.

2. To provide one (1) 20-amp electrical circuit and lighting.

3. To provide a potable water source within 100' of the track area, at least six (6) straw bales for Contractor's use and adequate wood shavings to cover the track and for bedding changes while the animals are at the event. Total amount not to exceed thirty (30) bales, if packages, or five (5) cubic yards, if bulk.

4. To provide dumpster access for, or twice daily pick-up of, Contractor's disposal of bagged, dirty bedding.

5. To clean up shavings from the track at the conclusion of the event.

6. To allow Contractor to sell novelties and services without commission, as determined appropriate for Racing Pig events, respectively. All items and services shall be pre-approved by the District.

7. To provide one (1) RV space located on or near the OC Fair & Event Center property, as determined by the District, from July 12 – August 15, 2016. RV space shall have access to water, electricity and sewer/septic tank hook-ups.

8. To pay Contractor a total amount not to exceed THIRTY SEVEN THOUSAND SIX HUNDRED DOLLARS ($37,600.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 13, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
   i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:
The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R VK A mail F VK

AGREEMENT NUMBER	
SA-155-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
YMCA of ORANGE COUNTY

2. The term of this Agreement is: **April 21, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$2,000 (CASH)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
YMCA of Orange County

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Dolores Marikian, VP of Advancement/CDO

ADDRESS
13821 Newport Avenue, Suite 200, Tustin, CA 92780

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association / Division of Fairs & Expositions

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER

Date

☐ CONTRACTS MANAGER

☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

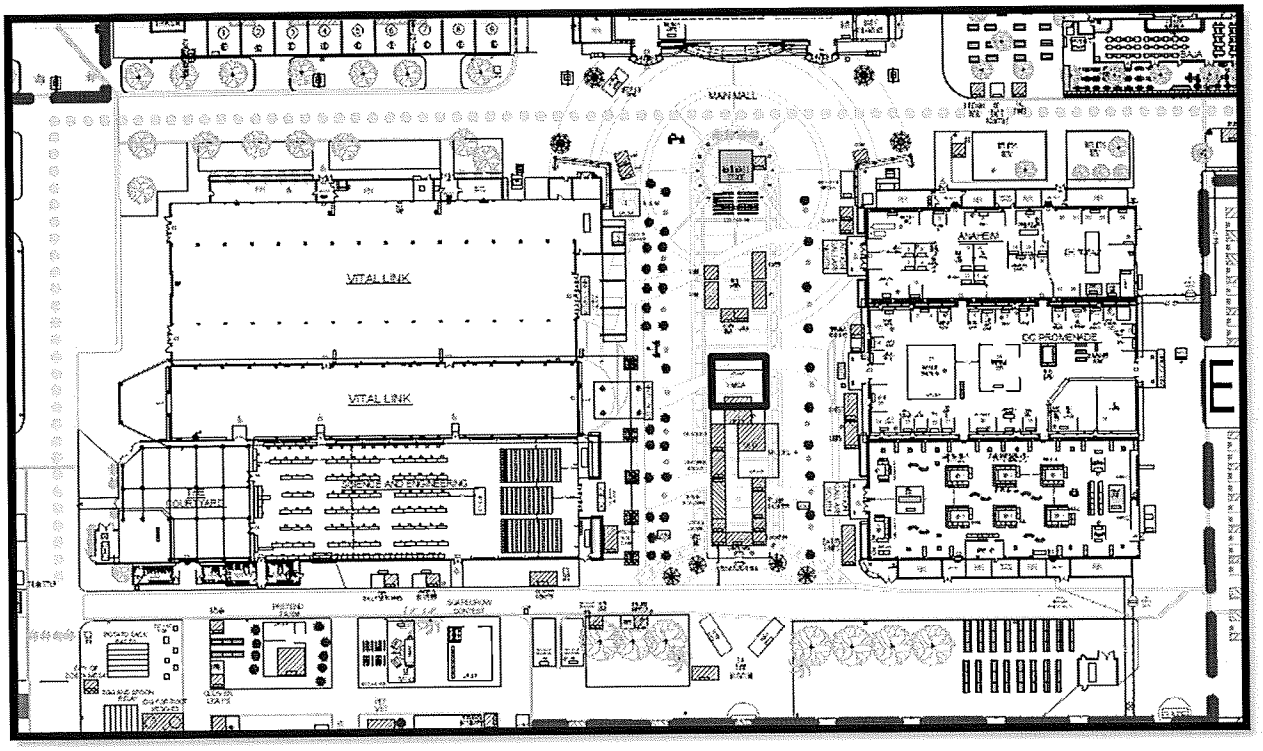
YMCA of Orange County
Dolores Marikian, VP of Advancement/CDO
(714) 508-7615
Via: Kevin Hindenach/Tandem Partnerships

CONTRACTOR AGREES:

1. To be a sponsor of the 2017 Imaginology event occurring April 21, 2017 – April 23, 2017.
2. To provide payment in the sum of TWO THOUSAND DOLLARS ($2000) to the District.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Sponsor, is not a registered sex offender per the Megan's Law registry.
6. That staff members must be in official YMCA Orange County branded uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 20, 2017.
8. To have its displays fully staffed by uniformed representatives during published operating hours:
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide YMCA of Orange County with Sponsorship of the 2017 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2017 Imaginology Event.
3. To provide Sponsor 1600 sq. ft. (40' x 40') of space located in the Main Mall for activation (see map below).
4. To Provide YMCA of Orange County opportunity to distribute promotional material at Imaginology
5. To include the YMCA of Orange County on-site presence as part of Imaginology scavenger hunt.
6. To include Sponsor logo:
    a. On the 2017 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
    b. On the 2017 Imaginology on-site directional signage in the sponsor section.
    c. On the 2017 Imaginology program/schedule in the sponsor section.
    d. On 2017 Imaginology maps at the event in the sponsor section.
    e. On 2017 Imaginology Information booths in the sponsor section.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
   Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
   The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
   The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

RVC AWARD VC

AGREEMENT NUMBER	
SA-157-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
ROCKIN' JUMP ORANGE COUNTY

2. The term of this Agreement is: **April 21, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$1,200 (CASH)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Rockin' Jump Orange County

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Stephanie Courtillier, Park Director

ADDRESS
1411 Village Way, Santa Ana, CA 92705

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/Division of Fairs & Expositions

BY *(Authorized Signature)* | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER

Date

☐ CONTRACTS MANAGER ☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

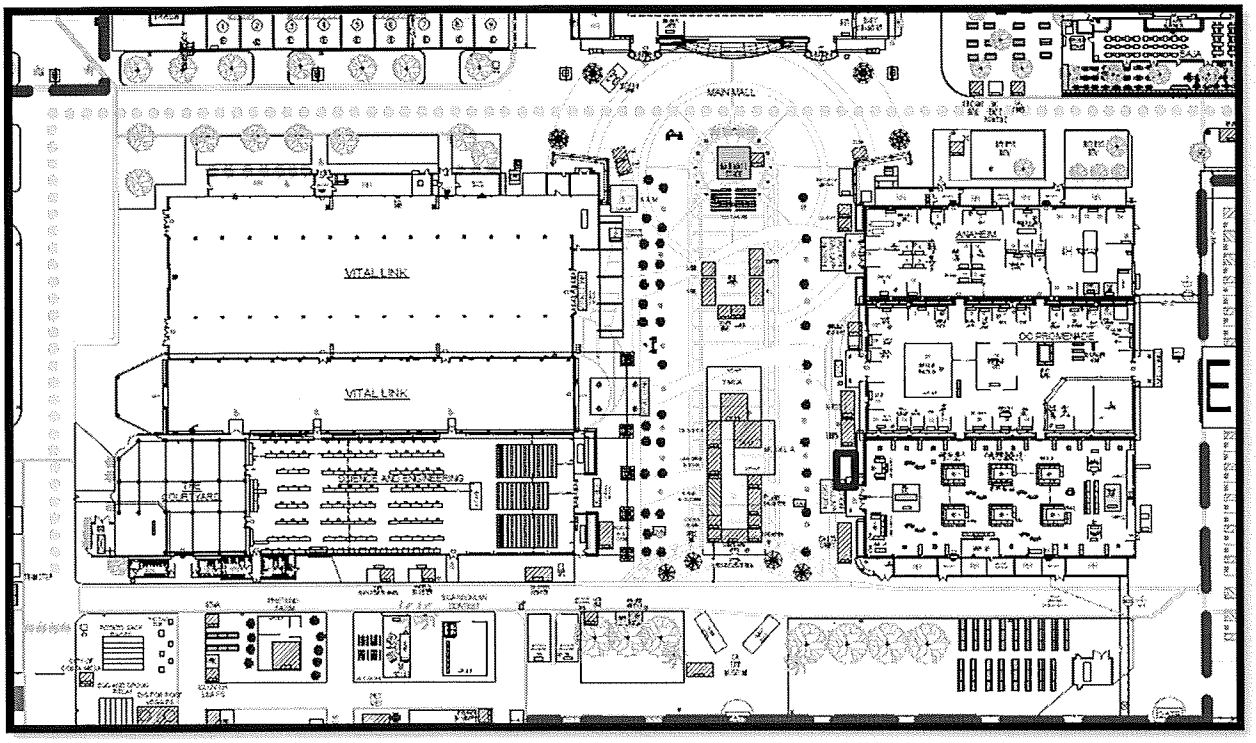
Rockin' Jump Orange County
Stephanie Courtillier, Park Director
(714) 249-7676
Via: Kevin Hindenach/Tandem Partnerships
(714) 708-1837

CONTRACTOR AGREES:

1. To be a Sponsor of the 2017 Imaginology event occurring April 21, 2017 – April 23, 2017.
2. To provide payment in the sum of ONE THOUSAND TWO HUNDRED ($1,200) to the District.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members must be in official Sponsor branded uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 20, 2017.
8. To have its displays fully staffed by uniformed representatives during published operating hours.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Sponsor with Sponsorship of the 2017 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2017 Imaginology Event.
3. To provide Sponsor 100 sq. ft. (10' x 10') of space located in the Main Mall for activation (see map below).
4. To Provide Sponsor opportunity to distribute promotional material and/or giveaway items at 2017 Imaginology
    a. Subject to approval by the District
5. To include the Sponsor on-site presence as part of Imaginology scavenger hunt.
6. To include Sponsor in the Virtual Incentive Program pending offer approval by the District
7. To include Sponsor logo:
    a. On the 2017 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
    b. On the 2017 Imaginology on-site directional signage in the sponsor section.
    c. On the 2017 Imaginology program/schedule in the sponsor section.
    d. On 2017 Imaginology maps at the event in the sponsor section.
    e. On 2017 Imaginology Information booths in the sponsor section.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability
Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation
Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice
Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R LL A mar F LL

AGREEMENT NUMBER	
SA-158-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
RAISING CANE'S RESTAURANTS, LLC

2. The term of this Agreement is: **April 21, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$4,000 (CASH) $25,000 (TRADE)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Raising Cane's Restaurants, LLC

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Adam Reed, Regional Director of Marketing

ADDRESS
3150 Harbor Blvd, Costa Mesa, CA 92626

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/Division of Fairs & Expositions

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER

✍ Date

☐ CONTRACTS MANAGER ☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

Raising Cane's Restaurants, LLC
Adam Reed, Regional Director of Marketing
(225) 383-7400
Via: Kevin Hindenach/Tandem Partnerships
(714) 708-1837

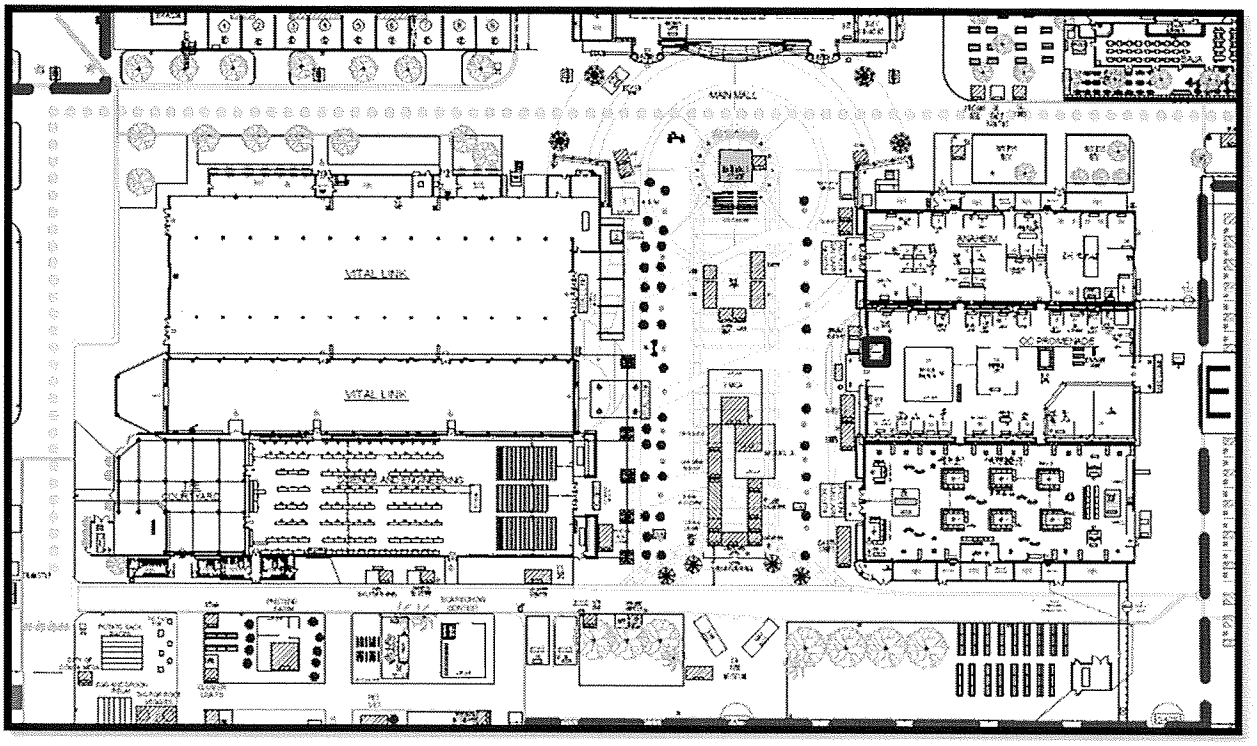
CONTRACTOR AGREES:

1. To be a Sponsor of the 2017 Imaginology event occurring April 21, 2017 – April 23, 2017.
2. To provide payment in the sum of FOUR THOUSAND dollars ($4,000) to the District.
3. To provide a trade value of TWENTY-FIVE THOUSAND dollars ($25,000) in the form of five thousand (5,000) kids meal certificates or gift cards to be used as prizes at 2017 Imaginology.
4. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
7. That staff members must be in official Sponsor branded uniforms.
8. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 20, 2017.
9. To have its displays fully staffed by uniformed representatives during published hours of operation.
10. That mobile tours and other exhibitors may be near the designated spaces.
11. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event
14. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Sponsor with Sponsorship of the 2017 Imaginology Event.
2. To acknowledge Sponsor as a Presenting Sponsor of the Main Mall Stage at the 2017 Imaginology Event.
    a. To include Sponsor logo on all four (4) Main Mall Stage banners (artwork to be designed by District and approved by Sponsor).
3. To provide Sponsor 100 sq. ft. (10' x 10') of space located in the Main Mall for activation (see map below).
4. To include Sponsor logo on two (2) exit signs (artwork to be designed by District and approved by Sponsor).
5. To Provide Sponsor opportunity to distribute promotional material and/or giveaway items at Imaginology
    a. Subject to approval by the District
6. To include the Sponsor on-site presence as part of Imaginology scavenger hunt.
7. To utilize Sponsor gift cards (kid meals) as prizes for scavenger hunt, scarecrow contest, Main Mall Stage performers, and more.
8. To include Sponsor in the Virtual Incentive Program pending offer approval by the District
9. To include Sponsor logo:

a. On the 2017 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
b. On the 2017 Imaginology on-site directional signage in the sponsor section.
c. On the 2017 Imaginology program/schedule in the sponsor section.
d. On 2017 Imaginology maps at the event where the Main Mall Stage is located
e. On 2017 Imaginology Information booths in the sponsor section.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R____ A____ F____

AGREEMENT NUMBER	
SA-159-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
JOHN'S INCREDIBLE PIZZA COMPANY

2. The term of this Agreement is: **April 21, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$1,200 (CASH)**

Payment Terms:

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR		*California State Use Only*
SPONSOR/CONTRACTOR'S NAME **John's Incredible Pizza Company**		
BY *(Authorized Signature)* ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Laura Kroth, Director of Sales & Markeeting		
ADDRESS 22342 Avenida Empresa, Suite 220, Rancho Santa Margarita, CA 92688		☑ Exempt: Sponsorship
STATE OF CALIFORNIA		
AGENCY NAME **32nd District Agricultural Association/Division of Fairs & Expositions**		
BY *(Authorized Signature)* ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, V.P, Business Development		*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 STATE ACCOUNTING OFFICER* ✍ Date
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ CONTRACTS MANAGER ☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

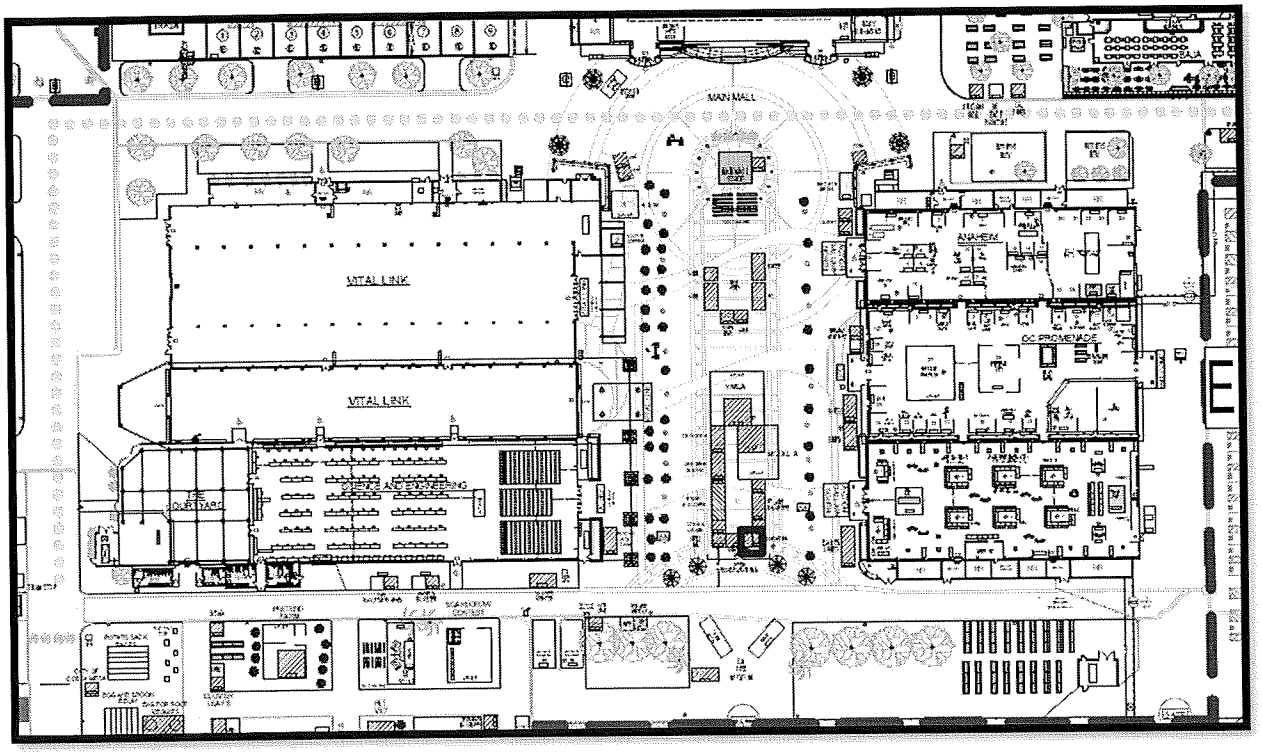
John's Incredible Pizza Company
Laura Kroth, Director of Sales & Marketing
(949) 916-2000 Ext. 118
Via: Kevin Hindenach/Tandem Partnerships
(714) 708-1837

CONTRACTOR AGREES:

1. To be a Sponsor of the 2017 Imaginology event occurring April 21, 2017 – April 23, 2017.
2. To provide payment in the sum of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200) to the District.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Sponsor, is not a registered sex offender per the Megan's Law registry.
6. That staff members must be in official Sponsor-branded uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 20, 2017.
8. To have its displays fully staffed by uniformed representatives during published operating hours:
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff during published operating hours.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Sponsor with Sponsorship of the 2017 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2017 Imaginology Event.
3. To provide Sponsor 100 sq. ft. (10' x 10') of space located in the Main Mall for activation (see map below).
4. To Provide Sponsor opportunity to distribute promotional material and/or giveaway items at 2017 Imaginology
    a. Subject to approval by the District
5. To include the Sponsor on-site presence as part of Imaginology scavenger hunt.
6. To include Sponsor logo:
    a. On the 2017 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
    b. On the 2017 Imaginology on-site directional signage in the sponsor section.
    c. On the 2017 Imaginology program/schedule in the sponsor section.
    d. On 2017 Imaginology maps at the event in the sponsor section.
    e. On 2017 Imaginology Information booths in the sponsor section.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R VL A MKTG VL

AGREEMENT NUMBER	
SA-160-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
IKEA US WEST, INC.

2. The term of this Agreement is: **April 21, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$2,500 (TRADE)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
IKEA U.S West, Inc.

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Juan Reyes, Business Navigation and Operations Manager

ADDRESS
1475 South Coast Dr., Costa Mesa, CA 92626

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/Division of Fairs & Expositions

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER

✍ Date

☐ CONTRACTS MANAGER

☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

IKEA US West, Inc.
Juan Reyes, Business Navigation and Operations Manager
(225) 383-7400
Via: Kevin Hindenach/Tandem Partnerships
(714) 708-1837

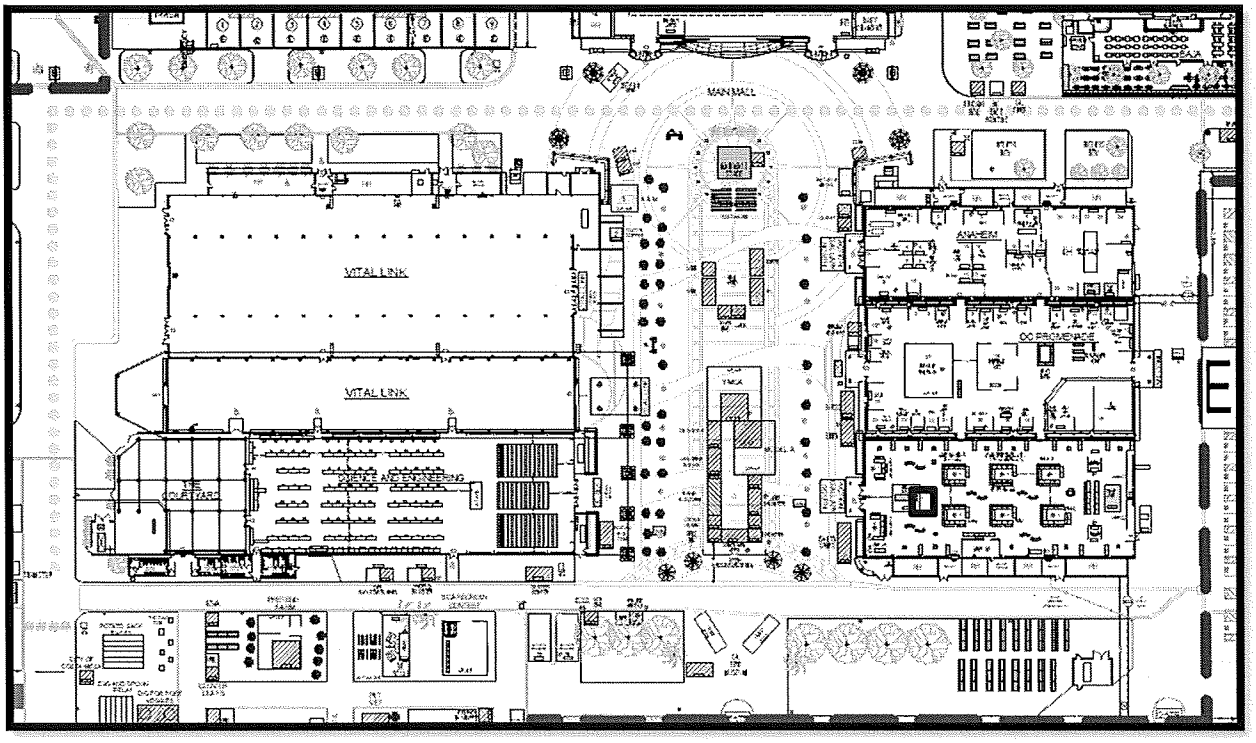
CONTRACTOR AGREES:

1. To be a Sponsor of the 2017 Imaginology event occurring April 21, 2017 – April 23, 2017.
2. To provide trade in the amount of TWO-THOUSAND FIVE HUNDRED DOLLARS ($2,500) to the District.
3. To provide "premium" prizes for patrons who complete IKEA chair building contest under allotted time to be mutually agreed upon by the Sponsor and the District.
4. To provide "standard" prizes for patrons who complete IKEA chair building contest over allotted time to be mutually agreed upon by the Sponsor and the District.
5. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
6. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
7. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Sponsor is not a registered sex offender per the Megan's Law registry.
8. That staff members must be in official Sponsor-branded uniforms.
9. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 20, 2017.
10. To have its displays fully staffed by uniformed representatives during published operating hours.
11. That mobile tours and other exhibitors may be near the designated spaces.
12. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term of agreement.
13. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
14. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event
15. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Sponsor with Sponsorship of the 2017 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2017 Imaginology Event.
3. To provide Sponsor 150 sq. ft. (15' x 10') of space located in the Los Alamitos building for activation (see map below).
    a. Activation to include IKEA chair building competition
    b. Competition will be promoted in 2017 Imaginology program and through social media channels.
4. To provide Sponsor opportunity to distribute promotional material and/or giveaway items at 2017 Imaginology
    a. Subject to approval by the District
5. To include the Sponsor on-site presence as part of Imaginology scavenger hunt.

6. To include Sponsor logo:
    a. On the 2017 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
    b. On the 2017 Imaginology on-site directional signage in the sponsor section.
    c. On the 2017 Imaginology program/schedule in the sponsor section.
    d. On 2017 Imaginology maps at the event in the sponsor section.
    e. On 2017 Imaginology Information booths in the sponsor section.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

RFA

AGREEMENT NUMBER
SA-162-17FT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
COUNTY OF ORANGE

2. The term of this Agreement is: **7/13/17** through **08/14/17** **FED ID:**

3. The maximum amount of this Agreement is: **$575,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide and coordinate law enforcement services at the 2017 OC Fair. See Page 2 for additional Scope of Work.**	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 3 – 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 7
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 10
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 11 – 13

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COUNTY OF ORANGE

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Chair of the Board of Supervisors

ADDRESS
320 North Flower Street, Santa Ana, CA 92703
(714) 834-6739

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Deputy
Date: 4/26/17

EXHIBIT A – SCOPE OF WORK

COUNTY AGREES:

1. To provide and coordinate law enforcement services during the 2017 OC Fair at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32nd District Agricultural Association.

2. To provide safety services during the 2017 OC Fair at all areas of the OC Fair & Event Center. Safety services shall encompass behavioral, criminal, and accident investigation as well as security detail for onsite banking location(s) and escorts for VIP guests.

3. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services.

4. To attend a pre-Fair meeting with District staff in June 2017, a post-Fair meeting with District staff in September 2017, and other meetings during the 2017 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by County and the District.

5. To communicate the deployment schedule to the District's Safety & Security Supervisor in order to coordinate dates and times of service. Deployment needs shall be determined by the County based upon event history and type.

6. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown in Exhibit B of the Agreement between the State of California and the County of Orange.

7. If additional services are needed beyond the anticipated scope of work herein required, the State and County shall mutually agree upon an amended agreement amount and/or contract value.

8. That the agreement between the State of California and the County of Orange is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay Contractor the total sum not to exceed FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00/100 ($575,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5101-52

PAYMENT PROVISIONS:

COUNTY employee estimated hourly rates are provided to STATE for use in the STATE budgetary process and the STATE Standard Agreement SA-162-17FT. Estimated rates may not be indicative of actual deployment under the Agreement between the State of California and the County of Orange.

The table below represents a sample of potential ranks in a deployment.

Orange County Sheriff-Coroner Department
Estimated Hourly Rates
OC Fair & Event Center FY 2017

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
ESTIMATED HOURLY RATES (EFFECTIVE 7-1-17)
2017 ORANGE COUNTY FAIR

Description:	Estimated Hourly Rate			
	OT	Reg.	Extra Help (EH)	Reg. Prod.
Lieutenant '	$ 101.21	$ 170.11		
Sergeant	$ 118.18	$ 145.81	$ 66.24	
Investigator	$ 104.11	$ 129.01		
Deputy Sheriff II	$ 96.35	$ 121.61	$ 53.76	
Deputy Sheriff I	$ 80.22	$ 108.37	$ 47.99	
Radio Dispatcher	$ 69.54	$ 66.10		
Sheriff's Special Officer II	$ 65.06	$ 62.76		
Sheriff's Special Officer I	$ 45.61	$ 48.25		
Sheriff's Community Services Officer	$ 48.04	$ 48.19		
Correctional Services Technician	$ 50.70	$ 60.78		
Supervising Radio Dispatcher	$ 79.48	$ 74.61		
Sr. Emer Mgmt Program Coordinator	$ 87.99	$ 82.02		
Office Specialist EH			$ 26.45	
Communications Coordinator II EH			$ 45.71	
Radio Dispatcher EH			$ 45.16	
Radio Dispatcher Trainee	$ 57.67	$ 56.02		
Telecommunication Engineer III				$ 133.82
Reserve Deputy Sheriff	TBD			
Class A - Black & White	$ 1.60	Per mile		
Class B - Undercover / Un-marked	$ 0.61	Per mile		
Class BB - Full Size Sedans	$ 0.90	Per mile		
Class C - Passenger Van	$ 0.74	Per mile		
Class F - Support Vehicle	$ 0.85	Per mile		
Class G - Full Size and Mid Cargo Van	$ 0.85	Per mile		
Class J - Black & White SUV	$ 1.55	Per mile		
M2 - Tractor	$ 1.06	Per mile		
M8 - Mobile Command Center	$ 48.59	Per mile		
Samantha I & II	$ 17.43	Equipment cost rate per day		
Samantha I & II	$ 2,799.18	Labor cost rate per dispatch		
Telephone cost for the Fair 2017 one month only	$ 209.85			

Note:
' Lieutenant is paid straight overtime with overtime benefits.
- Rates include all applicable benefits and overhead.
- Transportation rates are from FY 17-18 Transportation study.
- TBD = To be determined

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall include a final report detailing the actual date(s) for which services were rendered as well as employee classification titles, shift start and end time, hours worked and employee's hourly rate.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 47082. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

   The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or

supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:**
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:**
Time is of the essence in this Agreement.

13. **COMPENSATION:**
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:**
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Orange, acting through the Sheriff's Department	95-6000928
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Adam Powell, Assistant Sheriff	
Date Executed	*Executed in the County of*
	Orange

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By: _____ Deputy
Date: 4/26/17

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:
The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**
"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**
The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverage:**
   a. **General Liability:**
   Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability:**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation:**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice:**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability:**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
      i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
   b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

C. **Contractor's Responsibility:**
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. **Certified Copies of Policies:**
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. **Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a property 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-

AGREEMENT

BETWEEN THE

STATE OF CALIFORNIA

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this First day of May 2017, which date is enumerated for purposes of reference only, by and between the STATE OF CALIFORNIA by and through the 32ND DISTRICT AGRICULTURAL ASSOCIATION, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, DISTRICT wishes to contract with COUNTY for law enforcement services during the 2017 Orange County Fair, and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. TERM:

The term of this Agreement shall be July 13, 2017 through August 14, 2017.

B. SERVICES BY COUNTY:

COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall be responsible for and render to DISTRICT the following services at the 2017 Orange County Fair:

1. SHERIFF shall render law enforcement services during the 2017 Orange County Fair, beginning at 0800 hours on July 13, 2017, and terminating at 1600 hours on August 14, 2017. Such services shall include the enforcement of State statutes and, in SHERIFF's sole discretion, the enforcement of the City of Costa Mesa Municipal Code.
2. SHERIFF shall be responsible for and render to DISTRICT law enforcement services at all areas of the Orange County Fairgrounds during the dates and hours referenced herein.
3. SHERIFF shall provide all staffing, supervision, communications, supplies and equipment necessary to deliver services, as required by this agreement. If unforeseen events occur requiring more or different personnel or equipment to enforce State statutes and the City of Costa Mesa Municipal Code at the event, SHERIFF, in SHERIFF's sole discretion, may increase or decrease the number and type of personnel and equipment utilized at said event.
   a. "Unforeseen events" will be defined as the following: Emergency incidents requiring a response by law enforcement personnel to mitigate the incident at any area of the FAIRGROUNDS, including parking lots, the Grandstand Arena and the Pacific Amphitheater (hereinafter "FAIRGROUNDS property"). DISTRICT will be responsible for the cost of said personnel from the SHERIFF only. Any other agency's personnel will be considered mutual aid. If the incident does not start on

B. SERVICES BY COUNTY: (Continued)

FAIRGROUNDS property, but transitions to FAIRGROUNDS property, DISTRICT will not be responsible for the cost.

C. MEGAN'S LAW SCREENING OF SHERIFF PERSONNEL:

SHERIFF shall ensure that SHERIFF personnel assigned to provide law enforcement services pursuant to this Agreement will comply with all Megan's Law requirements.

D. PAYMENT:

1. DISTRICT agrees to pay COUNTY the total cost of the services described in Section B of this Agreement. COUNTY's costs include salaries, wages, benefits, services, supplies, equipment, transportation, and divisional, departmental and COUNTY overhead.
2. Rates provided by position title to DISTRICT for use in the DISTRICT Standard Agreement as referenced herein may not be indicative of actual deployment under Section B of this Agreement.
3. The Maximum Obligation of DISTRICT for services rendered under Section B of this Agreement is $575,000.
4. COUNTY shall invoice DISTRICT within thirty (30) days of the termination of this Agreement for the cost of services rendered under Section B of this Agreement.
5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992 (Attachment A).

E. ALTERATION OF TERMS:

This Agreement, together with Standard Agreement No. SA-162-17FT, fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the

E. ALTERATION OF TERMS: (Continued)

terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

F. STATUS OF COUNTY:

COUNTY is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:_____

STATE OF CALIFORNIA

BY:_____
KATHY KRAMER, CEO, CFE, CMP
32nd District
Agricultural Association

DATED:_____

COUNTY OF ORANGE

BY:_____
Chairwoman of the Board of Supervisors
County of Orange, California

Signed and certified that a copy of this
Agreement has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

_____
Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

DATE: 4/20/17

BY: _____
Deputy

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
SA-163-17YR

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
COUNTY OF ORANGE

2. The term of this Agreement is: **07/01/17** through **06/30/18** **FED ID:**

3. The maximum amount of this Agreement is: **$175,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide and coordinate law enforcement services during Year Round Events at the OC Fair & Event Center. See Page 2 for additional Scope of Work.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 7
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 10
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 11 – 13

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	*California Department of General Services Use Only*
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **COUNTY OF ORANGE**	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING **Chair of the Board of Supervisors**	
ADDRESS **320 North Flower Street, Santa Ana, CA 92703** **(714) 834-6739**	
STATE OF CALIFORNIA	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**	
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*
PRINTED NAME AND TITLE OF PERSON SIGNING **Kathy Kramer, CFE, CMP, Chief Executive Officer**	☐ Exempt per:
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**	

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Deputy
Date: 4/26/17

EXHIBIT A – SCOPE OF WORK (CONT.)

Contract Representatives

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Nick Buffa, Director of Safety & Security/Parking
(714) 708-1577

County of Orange
Susan Attinger
714.834.3186, email sattinger@ocsd.org

COUNTY AGREES:

1. To provide and coordinate law enforcement services during Interim Events at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32nd District Agricultural Association.

2. To provide safety services during Year Round Events at all areas of the OC Fair & Event Center. Safety services shall include behavioral, criminal, and accident investigation as well as security escorts for VIP guests.

3. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services.

4. To communicate the deployment schedule to the District's Safety & Security Supervisor in order to coordinate dates and times of service. Deployment needs shall be determined by the County based upon event history and type.

5. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown in the table below between the State of California and the County of Orange.

6. If additional services are needed beyond the anticipated scope of work herein required, the State and County shall mutually agree upon an amended agreement amount and/or contract value.

7. That the agreement between the State of California and the County of Orange is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

8. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay County the total sum not to exceed ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($175,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
ORANGE COUNTY FAIRGROUNDS
ESTIMATED HOURLY RATES (EFFECTIVE 7-1-17)
FY 2017-18

	Hourly Rates		
Positions	**OT**	**Reg. Prod.**	**Regular**
Lieutenant	$	$ 208.24	
Sergeant	$ 119.62	$ 173.98	
Investigator	$ 110.53	$ 158.32	
Deputy Sheriff II	$ 101.24	$ 146.29	
Deputy Sheriff I	$ 95.79	$ 132.85	
Radio Dispatcher	$ 74.01	$ 82.83	
Extra Help Deputy Sheriff II	N/A	N/A	$ 57.25
Extra Help Deputy Sheriff I	N/A	N/A	$ 51.13

Data line cost for OC Fairground - FY 2017-18 for eleven month billings only	$ 209.65	Per Month
Class A - Black & white	$ 1.60	per mile
Class B - Undercover / Un-marked	$ 0.61	per mile
Class BB - Full Size Sedans	$ 0.90	per mile
Class C - Passenger vans	$ 0.74	per mile
Class M3 - Bus	$ 4.36	per mile
M2 - Tractor	$ 1.06	Per mile
M6 - Mobile Command Center	$ 46.59	Per mile
Samantha I & II	$ 17.43	Equipment cost rate per day
Samantha I & II	$ 2,799.18	Labor cost rate per dispatch

Note:
Rates include all applicable benefits and overheads

[illegible]
[illegible]
[illegible]

Prepared by: [illegible]
Reviewed by: [illegible]
Approved by: [illegible]
Printed: [illegible]

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 30

PAYMENT PROVISIONS:

COUNTY employee estimated hourly rates are provided to STATE for use in the STATE budgetary process and the STATE Standard Agreement SA-163-17YR. Estimated rates may not be indicative of actual deployment of the Agreement between the State of California and the County of Orange.

The table in Exhibit A represents a sample of potential ranks in a deployment.

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoicing shall include the event name for which services were rendered as well as date(s) worked, hours worked per person per day, employee classification title, and employee's hourly rate. When possible, invoices for services shall be submitted within 72 hours following each event.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 47054. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

   The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
   The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or

supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:**
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:**
Time is of the essence in this Agreement.

13. **COMPENSATION:**
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:**
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Orange, acting through Sheriff's Department	95-6000928
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Adam Powell, Assistant Sheriff	
Date Executed	*Executed in the County of*
	Orange

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By _____ Deputy
Date: 4/26/17

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:
The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**
"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**
The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverage:**
   a. **General Liability:**
   Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability:**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation:**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice:**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability:**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
   Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
      i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
   b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
   The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
   The contractor/renter must be specifically listed as the insured.

OR

B. **CFSA Special Events Program:**
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. **Master Certificates:**
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. **Self-Insurance:**
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. **General Provisions**

A. **Maintenance of Coverage:**
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. **Primary Coverage:**
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

C. **Contractor's Responsibility:**
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. **Certified Copies of Policies:**
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. **Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a property 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-

AGREEMENT

BETWEEN THE

STATE OF CALIFORNIA

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this First day of May 2017, which date is enumerated for purposes of reference only, by and between the STATE OF CALIFORNIA by and through the 32ND DISTRICT AGRICULTURAL ASSOCIATION, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

WHEREAS, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services during special events held on DISTRICT property within the COUNTY OF ORANGE, excluding the 2017 Orange County Fair; and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. TERM:

The term of this Agreement shall be for one year, commencing July 1, 2017 and terminating June 30, 2018, or until COUNTY has provided services to DISTRICT hereunder costing the full amount of the Maximum Obligation of DISTRICT, as set forth in Subsection F-3, whichever is earlier. This Agreement may be terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

C. REGULAR SERVICES BY COUNTY:

COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall be responsible for and render to DISTRICT law enforcement services at all areas of the OC Fair & Event Center, excluding the 2017 Orange County Fair, hereinafter referred to as "FAIRGROUNDS", as follows:

1. SHERIFF shall provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services, as required by this Agreement.
2. During scheduled events, if DISTRICT notifies SHERIFF in the manner set forth below of a scheduled event, SHERIFF shall enforce State statutes and, in SHERIFF's sole discretion, the City of Costa Mesa Municipal Code during said event at all areas of the FAIRGROUNDS, including the parking lots, the Grandstand Arena, and Pacific Amphitheatre (hereinafter "FAIRGROUNDS property"), using the number and type of personnel and equipment that SHERIFF deems appropriate. SHERIFF shall have joint authority with FAIRGROUNDS management to regulate the number of vehicles entering the FAIRGROUNDS parking lots and shall have the same joint authority to forbid vehicles from entering said lots when SHERIFF or FAIRGROUNDS

C. **REGULAR SERVICES BY COUNTY:** (Continued)

management determines said lots are full.

3. No later than ten (10) days before a scheduled event, DISTRICT representative, Chief Executive Officer (CEO), shall notify SHERIFF of the nature of the scheduled event, the size of the crowd anticipated and any other pertinent information about the event. SHERIFF shall then ascertain the number and type of law enforcement personnel and equipment needed to enforce State statutes and the City of Costa Mesa Municipal Code at the event in the absence of unforeseen circumstances and shall notify CEO, or CEO designee, of the cost of said personnel and equipment, both in projected form prior to the event and in actual form after the event.
4. SHERIFF shall provide law enforcement services at said event, using the number and type of personnel and equipment as determined necessary. If unforeseen events occur requiring more or different personnel or equipment to enforce State statutes and the City of Costa Mesa Municipal Code at the event, SHERIFF, in SHERIFF's sole discretion, may increase or decrease the number and type of personnel and equipment utilized at said event.
   a. "Unforeseen events" will be defined as the following: Emergency incidents requiring a response by law enforcement personnel to mitigate the incident at any area of the FAIRGROUNDS property. DISTRICT will be responsible for the cost of said personnel from the SHERIFF only. Any other agency's personnel will be considered mutual aid. If the incident does not start on FAIRGROUNDS property, but transitions to FAIRGROUNDS property, DISTRICT will not be responsible for the cost.

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D. SPECIAL SERVICES BY COUNTY:

1. At the request of DISTRICT, SHERIFF, in SHERIFF's sole discretion, may provide investigation services for certain functions, conducted on or around FAIRGROUNDS. SHERIFF shall determine personnel and equipment needed for such special services.

   If such services are in addition to the services set forth in Section C of this Agreement and are provided by SHERIFF at an additional cost to municipal recipients, DISTRICT shall reimburse COUNTY for such services at an amount computed by SHERIFF.

2. Between scheduled events, SHERIFF shall not provide security or routine patrol services on FAIRGROUNDS property, but will respond to any calls for assistance at the FAIRGROUNDS property from FAIRGROUNDS security personnel or other persons. These services will be provided by SHERIFF at an additional cost to DISTRICT. DISTRICT shall reimburse COUNTY for such additional services at an amount computed by SHERIFF.

3. SHERIFF shall invoice DISTRICT immediately after each said special service is completed.

E. MEGAN'S LAW SCREENING OF SHERIFF PERSONNEL:

SHERIFF shall ensure that SHERIFF personnel assigned to provide law enforcement services pursuant to this Agreement will comply with all Megan's Law requirements.

F. PAYMENT:

1. DISTRICT agrees to pay COUNTY the costs of performing the services mutually agreed upon in this Agreement. The costs of services described in Sections C and D of this Agreement include salaries, wages, benefits, services, supplies, equipment, transportation, and divisional, departmental and COUNTY General overhead.

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F. **PAYMENT:** (Continued)

2. The rates charged to DISTRICT by COUNTY shall be as follows:
   a. The hourly rate charged to the DISTRICT shall be computed by the ORANGE COUNTY SHERIFF-CORONER in accordance with COUNTY's law enforcement cost study in effect at the time the services are provided. The hourly rate shall include salaries, wages, benefits, services, supplies, equipment and divisional, department and County overhead rates in effect at the time the services are provided.
   b. Other costs, such as supplies, mileage, telephones and communications equipment, will be billed at COUNTY's cost.
   c. Rates provided by position title to DISTRICT for use in the State of California Standard Agreement as referenced herein may not be indicative of actual deployment under Sections C and D of this Agreement.
3. The Maximum Obligation of DISTRICT for services described in Section C of this Agreement is $175,000. This Agreement will terminate whenever said Maximum Obligation is expended or on June 30, 2018, whichever is earlier.
4. COUNTY shall monthly render to DISTRICT an invoice for services reflected in Section C of this Agreement.
5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992 (Attachment A).

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G. ALTERATION OF TERMS:

This Agreement, together with the State of California Standard Agreement No. SA-163-17YR fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

H. STATUS OF COUNTY:

COUNTY is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:_____

STATE OF CALIFORNIA

BY:_____
KATHY KRAMER, CEO, CFE, CMP
32nd District
Agricultural Association

DATED:_____

COUNTY OF ORANGE

BY:_____
Chairwoman of the Board of Supervisors
County of Orange, California

Signed and certified that a copy of this
Agreement has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

_____
Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

DATED: 4/26/17

BY: _____
Deputy

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R____ A____P____

AGREEMENT NUMBER	
SA-164-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
DRIVESHOP, LLC/FCA US, LLC

2. The term of this Agreement is: **April 21, 2017 through April 23, 2017**

3. The amount of this Sponsorship Agreement is: **$2,500 (CASH)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
DriveShop, LLC/FCA US, LLC

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Thomas Saladin, Strategic Growth Marketing Leader

ADDRESS
18300 Redmond Way, #200, Redmond, WA 98052

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/Division of Fairs & Expositions

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER

✍ Date

☐ CONTRACTS MANAGER ☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

DriveShop, LLC/FCA US, LLC
Thomas Saladin, Strategic Growth Marketing Leader
(Via: Kevin Hindenach/Tandem Partnerships
(714) 708-1837

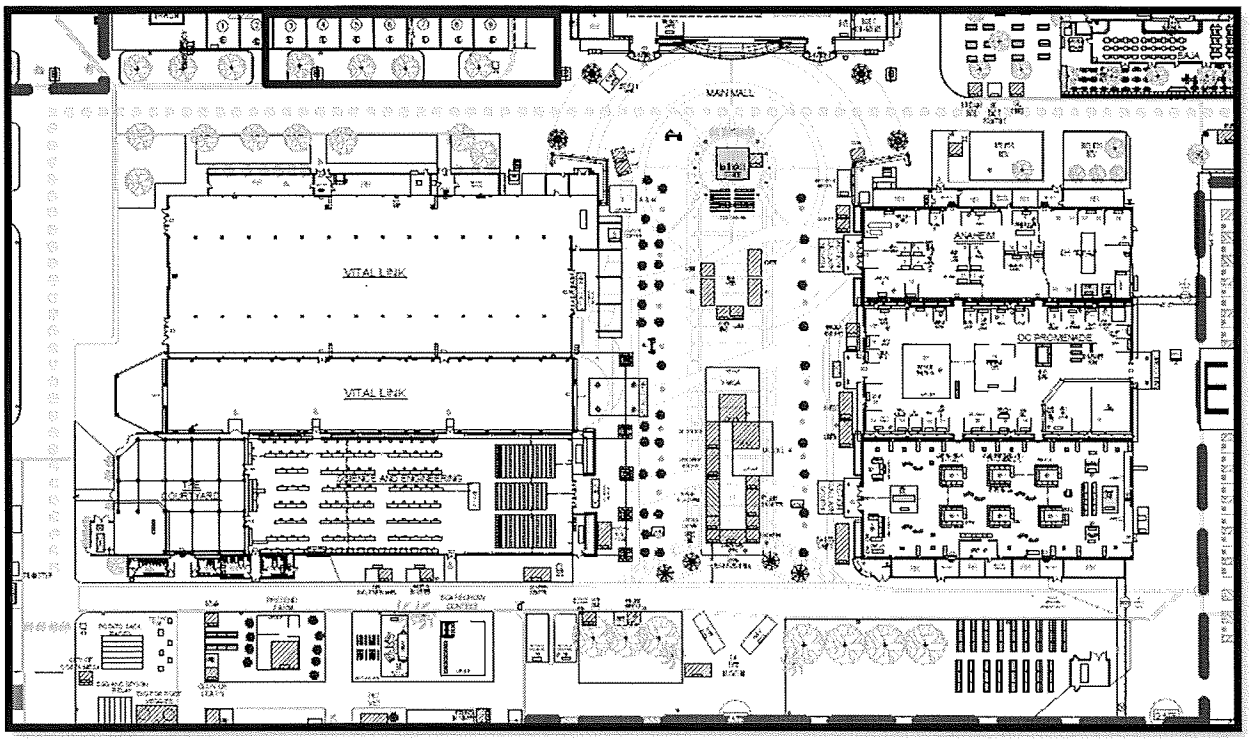
CONTRACTOR AGREES:

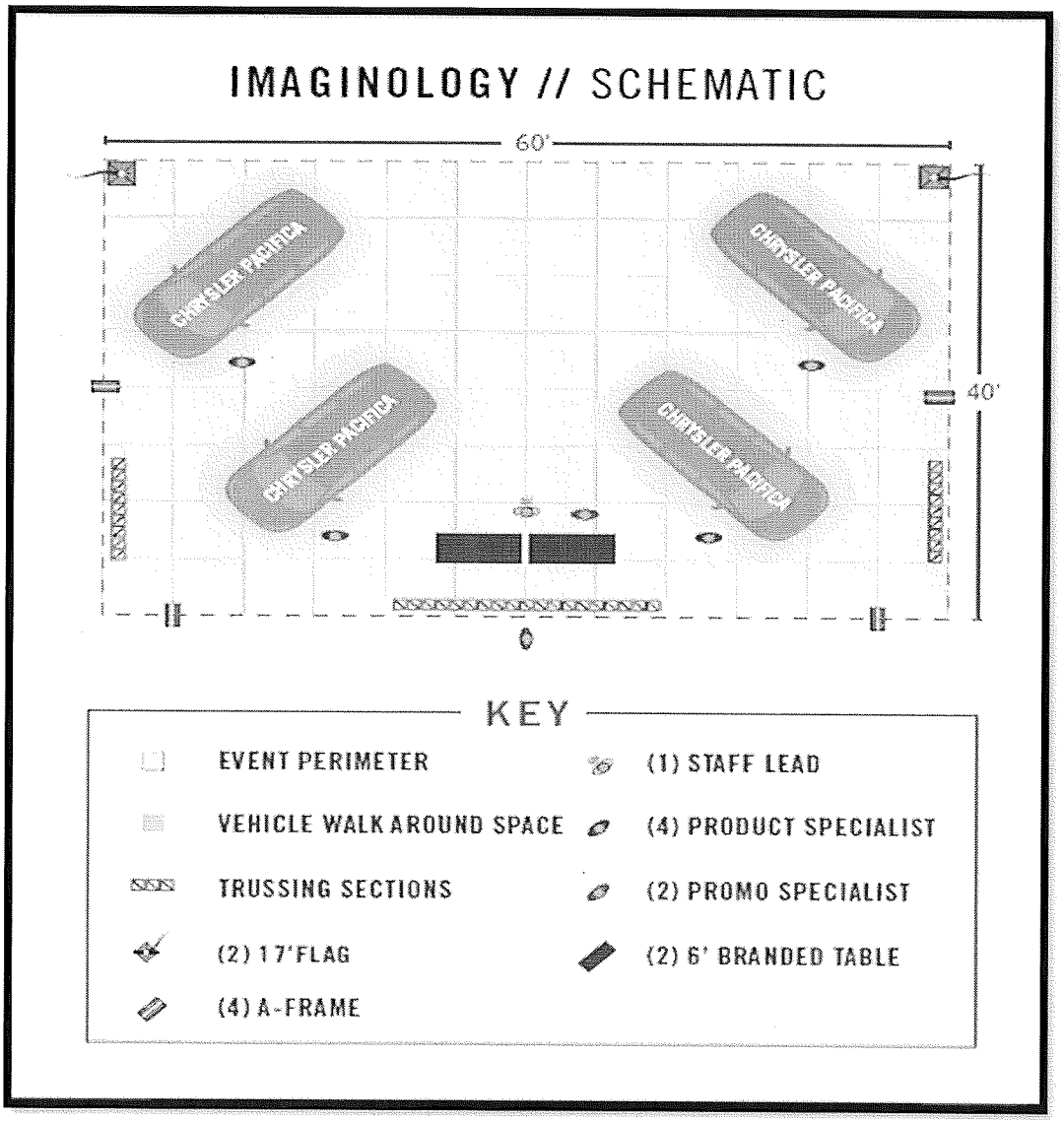
1. To be a Sponsor of the 2017 Imaginology event occurring April 21, 2017 – April 23, 2017.
2. To provide payment in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to the District.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members must be in official Sponsor branded uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 20, 2017.
8. To have its displays fully staffed by uniformed representatives during published operating hours.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 Imaginology event
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.
14. To pay the District for the actual cost of forklift and water truck usage on separate payment in addition to sponsorship amount.

DISTRICT AGREES:

1. To provide Sponsor with Sponsorship of the 2017 Imaginology Event.
2. To provide Sponsor 1600 sq. ft. (60' x 40') of space located on the cement adjacent to the Hangar for activation (see map below).
    a. Space will have four (4) vehicles to be a part of treasure hunt activation within footprint.
    b. Space will also include three (3) individual truss units (see diagram below).
    c. To provide a forklift and certified operator for approximately four (4) hours during load-in at a rate of $75/hour. The District to submit separate invoice from sponsorship after usage.
    d. To provide a water truck and certified operator at a rate of $75/hour. The District to submit separate invoice from sponsorship after usage.
3. To Provide Sponsor opportunity to distribute promotional material and/or giveaway items at Imaginology
    a. Subject to approval by the District
4. To include the Sponsor on-site presence as part of Imaginology scavenger hunt.
5. To include Sponsor logo:
    a. On the 2017 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
    b. On the 2017 Imaginology on-site directional signage in the sponsor section.

c. On the 2017 Imaginology program/schedule in the sponsor section.
d. On 2017 Imaginology maps at the event where the Chrysler Activation is located
e. On 2017 Imaginology Information booths in the sponsor section.





- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. **Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. **Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. **Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. **Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. **Owner Warranties.** State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. **Sponsor Warranties.** Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. **Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. **No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability
Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation
Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice
Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

R_____ A_____ F_____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to $9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
SA-165-17PA		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE ___ % ☐ N/A ☐ GFE _____
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.	CONTRACTOR'S NAME, hereafter called the **Contractor**.
32ND DISTRICT AGRICULTURAL ASSOCIATION	**DANIELLE ROSNER**

2. The agreement term is from **08/13/17** through **08/13/17**

3. The maximum amount payable is $ **1,000.00** pursuant to the following charges:
Wages/Labor $ _____ Parts/Supplies $ _____ Taxes $ _____ Other $ **1,000.00** *(Attach list if applicable.)*

4. Payment Terms ***(Note:** All payments are in arrears.)* ☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☐ OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*
☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – **Pacific Amphitheatre Entertainment at 2017 OC Fair**
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at *www.ols.dgs.ca.gov/Standard+Language.*

☒ Other Exhibits *(List)* **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		**CONTRACTOR**	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**		CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **DANIELLE ROSNER**	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING **Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations**		PRINTED NAME AND TITLE OF PERSON SIGNING **Danielle Rosner, Artist**	
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		ADDRESS / PHONE / EMAIL **3947 Carpenter Ave. Unit 202, Studio City, CA 91604** **(323) 327-3691 dani@honeycountry.com**	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	**5780-70**				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER	DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Honey County
Name: Danielle Rosner
Title: Artist
Phone number: (323) 327-3691

CONTRACTOR AGREES:

A. To provide the performer "Honey County" on Sunday, August 13, 2017 in support of Jake Owen.

B. To perform one (1) 30 minute set on Pacific Amphitheatre stage beginning at 7:30 p.m.

C. As an agency of the State of California, the venue is not permitted to provide performance deposits.

D. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000.00) upon satisfactory completion of work herein required on Sunday, August 13, 2017.

B. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.

C. To provide box office, ticket takers, security, usher staff and concessions.

D. To provide a dressing room trailer in the backstage area.

E. To provide complimentary parking and admission for performer, crew and management only.

F. To provide ten (10) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

G. To provide marketing, advertising and promotion as part of the 2017 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of work herein required on Sunday, August 13, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:**
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:**
Time is of the essence in this Agreement.

13. **COMPENSATION:**
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:**
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

Kathy Kramer, Chief Executive Officer or	**Artist/Producer/Contractor**
Ken Karns, Vice President, Operations	
32nd District Agricultural Association	
OC Fair & Event Center	

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

_____
Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

R_____ A_____ F_____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to $9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
SA-166-17PA		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE ___ % ☐ N/A ☐ GFE _____
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.	CONTRACTOR'S NAME, hereafter called the **Contractor**.
32ND DISTRICT AGRICULTURAL ASSOCIATION	**JERAMIAH RED**

2. The agreement term is from **07/15/17** through **07/15/17**

3. The maximum amount payable is $ **1,000.00** pursuant to the following charges:
Wages/Labor $ _____ Parts/Supplies $ _____ Taxes $ _____ Other $ **1,000.00** *(Attach list if applicable.)*

4. Payment Terms ***(Note:** All payments are in arrears.)* ☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☐ OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*
☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – **Pacific Amphitheatre Entertainment at 2017 OC Fair**
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at *www.ols.dgs.ca.gov/Standard+Language.*

☒ Other Exhibits *(List)* **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		**CONTRACTOR**	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**		CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **JERAMIAH RED**	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING **Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations**		PRINTED NAME AND TITLE OF PERSON SIGNING **Wesley Dickson, Singer/Guitarist**	
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		ADDRESS / PHONE / EMAIL **2393 Rainbow Lane, Brea, CA 92833** **(714) 686-3907 jeramiahred@yahoo.com**	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	**5770-72**				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER	DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Jeramiah Red
Name: Wesley Dickson
Title: Singer/Guitarist
Phone number: (714) 686-3907

CONTRACTOR AGREES:

A. To provide the entertainment group "Jeramiah Red" on Saturday, July 15, 2017 in support of Lynyrd Skynyrd.

B. To perform one (1) 30 minute set on Pacific Amphitheatre stage beginning at 7:30 p.m.

C. To refer to the venue as "The Pacific Amphitheatre at the OC Fair" in all advertising and/or communications, including, but not limited to, email, website and any/all social media outlets.

D. To provide biographical and news release information as necessary.

E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.

F. Merchandise deal: Venue sells, 70/30 split on all non-copyrighted material and 90/10 on copyrighted material.

   a. Artist must give notification of merchandise sales at least three (3) business days in advance of the performance date.

G. As an agency of the State of California, the venue is not permitted to provide performance deposits.

H. 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 terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000.00) upon satisfactory completion of work herein required on Saturday, July 15, 2017.

B. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.

C. To provide box office, ticket takers, security, usher staff and concessions.

D. To provide a dressing room trailer in the backstage area.

E. To provide complimentary parking and admission for performer, crew and management only.

F. To provide twenty (20) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

G. To provide marketing, advertising and promotion as part of the 2017 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 15, 2017.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on July 15, 2017 if a fully signed contract has not been received by the District.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. INDEPENDENT CONTRACTOR*:*
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

Kathy Kramer, Chief Executive Officer or	**Artist/Producer/Contractor**
Ken Karns, Vice President, Operations	
32nd District Agricultural Association	
OC Fair & Event Center	

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

_____
Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R____ A____ F_____

AGREEMENT NUMBER

SA-168-17FT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

PRG (California) Inc.

2. The term of this Agreement is: **7/1/2017** Through **6/30/2019** **FED ID:**
With three (3) one (1) year option 7/1/19-6/30/20; 7/1/20-6/30/21; 7/1/21-12/31/21

3. The maximum amount of this Agreement is: **(2017 $278,640.81; 2018 $307,386.47); (2019 $316,605.42; 2020 $326,103.43; 2021 $335,886.55)**
$586,027.28; $1,564,622.68 with option years

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide Video equipment and services for the OC Fair.** **See Page 2 for additional Scope of Work.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 7
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – Megan's Law	Page 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

PRG (California) Inc.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven Stavropoulos, VP Finance

ADDRESS

1245 Aviation Place, Los Angeles, CA 91340
(818) 252-2600

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Dan Gains, Director of Entertainment
(714) 708-1924

PRG (California) Inc.
Peter Alexander
Cell phone (805) 377-0816, email palexander@prg.com

CONTRACTOR AGREES:

1. 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.

2. The District's Request For Proposal (RFP) Video Equipment & Services Pacific Amphitheatre released March 14, 2017, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

3. The Contractor proposal for Video Equipment & Services Pacific Amphitheatre dated April 11, 2017, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

4. The District shall provide Contractor load-in and show dates at least 30 days prior to commence of work for years 2018, and option years 2019, 2020, and 2021.

   Load-in: June 30, 2017
   Set Up Completed By: July 3, 2017
   Mondays and Tuesdays are dark. System checks and maintenance can be done on Mondays, at bidder's cost.
   Load-out: The day following the last performance of the season.

   Example of past booked talent includes:

   Alan Jackson
   Boston
   Gabriel Iglesias
   Pacific Symphony
   Juan Gabriel

   Approximate Show-Day Schedule:

   Upcoming events broadcasted on video walls for one (1) hour prior to act taking stage.
   DJ introduces support act and/or headline act ½ hour before act takes the stage.
   Support act on stage (some shows may have no support act) @ 7:30 p.m.
   Headline act on @ 8:30 p.m. (note: 20 minute maximum changeover between acts)
   Show ends @ 10:00 p.m. – **ENFORCED by curfew.**

   The concept is simple, proven and typical for an event of this scale:

   - LED video walls, one house left, one house right, plus additional screens as need to cover all viewing areas.
   - Approximate Camera positions include:
     - FOH.
     - Stage robotic.
     - Hand-held, near stage/onstage, as a separate line item cost and description as element may be cut depending on cost.

EXHIBIT A – SCOPE OF WORK (CONT.)

- Control position backstage.
- Ability to switch/fade from/to multiple sources of live or recorded shots, including the ability to:
  - Quickly and smoothly fade or switch between at least two playback (DVD, PC) sources.
  - Likewise, the ability to quickly and smoothly fade or switch between multiple cameras and playback.
  - The ability to project video graphics (computer generated) information.
  - The ability to produce (simple) video graphics on site.
- Contractor must provide multiple means of communication with the Video Director, from all camera and graphic/switching areas, as well as the FOH audio operator. Communication must also be established between the Production Office and the Video Director.

It is anticipated that the video production will include pre-recorded video spots (produced by OC Fair), as well as the on-site live production of show video during show times.

Cameras should have the ability to track with good quality from low to high light levels, as is typical for a stage environment.

Director must be experienced with shooting live stage music, and understand the requirements of pop type shows for rapid switching from artist to artist during solo parts, and the ability to capture the stage environment and portray it to the audience through the LED video screens. The importance of video cannot be underestimated; in a venue of this size, video must bring the excitement of the on-stage show to the audience.

All video staff must have good experience with pop music stage shows and the understanding of this type of live, on the spot video production.

5. The site offers typical video challenges:

- Logistical. Short set-up times dictate the requirement for an organized, well-planned effort. From equipment set-up, to initial testing and final system alignment and tuning, RFP response shall provide evidence of Contractor's planning.
- Production of good quality video, easily viewed throughout the entire venue.
- Power distribution. Contractor should assume that up to 200 amps, three phase is available at stage left. Bidder to provide distribution from the breaker panel stage left. Assume that 200 feet of camlock feeder will be required.
- The system must be tested in Contractor's shop as a complete system, free of any hum bars, bad pixels, and bad modules. Consistent system grounding must be provided for all systems. There will be no time to troubleshoot hum bars, bad pixels/modules and other related problems.
- In past years the FOH camera has blocked sitelines to the rear of the camera. Please provide information and discussion as to how this problem might be solved.

The design in RFP is specific as to the class of technology (IE: high resolution LED video walls).

Contractor will inspect all video systems on a daily basis for proper operation, and any repairs made, at least three hours prior to show time.

Contractor shall keep adequate spares on site to make any required repairs to the video walls and other systems.

Video failures visible to the audience are not acceptable and will not be tolerated. Professionalism is required at all times.

6. Video Concept and Requirements

Pacific Amphitheatre video design consists of the following specific brands (as examples) and elements, at minimum (substitutions are OK, please explain in a narrative). Be creative and provide a cost-effective, professional approach consistent with a venue of this type:

EXHIBIT A – SCOPE OF WORK (CONT.)

- Two LED video walls, approximately 10' x 16', plus additional screens/monitors: Provide, as a separate line item description and cost, a larger screen based on bidder's experience for a venue of this size, with cost as a primary concern. Pixel pitch to be 12 mm real, BUT please recommend a solution to the District, keeping in mind viewing distances and cost. Quote pixels as real not virtual. Provide an alternate and a primary with a separate cost breakout for the alternate, to give the District a brand/pixel spacing/size choice.
  - Two primary video walls will be used. One wall is flown house right, the second video wall is flown house left.
  - Digitizers as required for screens, along with all other associated control and power distribution equipment.
  - Spare modules, other spares as usually supplied.
  - Only well known name brands consistent with a performance venue of this type will be considered.
  - 8 Rigging motors and associated equipment to safely hang the video screens within the support structure. Use your judgment as to actual rigging required and explain. Provide all required equipment.
- One Folsom Screen Pro 8 input Seamless Video Switcher.
- One Sony DSF 700/A 8 Input Component Video Switcher.
- One Extron 4 X 1 Video RGBHV Distro.
- One Tektronix WFM 1760 waveform / vector scope monitor system.
- One Extron Ultra Pro scan converter.
- Six Sony 8044 8" color monitors.
- One high speed laptop computer w/Power Point (at minimum).
- Provide FOH camera with zoom lens, to capture all, from face shot and lager as primary venue camera. Provide all required support for camera including tripod, intercom, and viewer.
- One handheld, as handheld camera/lens, as a separate cost and line item-this is a wired camera.
- Stage located robotic camera, as primary stage shot camera.
- Two DVD player w/monitor.
- One DVD recorder w/monitor.
- Provide a means of recording show A/V as a seperate line item and description.
- Two Yamaha powered speakers.
- One Director.
- One Screen technician/camera shader. Ideally, this is the Director to save costs.
- Labor as required to install and strike.
- Basic tools and test equipment to quickly repair and resolve problems.
- All weather protection for all equipment is the responsibility of the Contractor.
- The cable path from FOH to stage consists of two, approximately 5" conduits. Lighting, audio, power and video, as well as a pull line for guest FOH cable must co-exist in these two runs. Assume a 350-foot path from FOH to stage left video land.
- Each video wall will fly from a TBD exact position and means of support. Contractor to supply all required rigging, including chain motors and AC distribution.

All primary and technical installation, operation and removal labor is Contractor's responsibility and must be reflected in costing.

It is Contractor's responsibility to make systems whole and fully functional. RFP serves as a guideline to explain basic requirements. As a professional, it is the Contractor's responsibility to anticipate requirements commonly associated with a venue of this type, and to provide for the ability to perform to professional standards in this environment.

Bidder to supply technical drawings, including line diagrams, system equipment lists, narratives, weight and rigging details for LED video walls, as well as any other information required to properly explain system capabilities and operation.

EXHIBIT A – SCOPE OF WORK (CONT.)

7. Equipment and Staffing Requirements

   The system supplied must work as a whole and be complete. All equipment supplied will meet the manufacturer's specifications and will be assembled in a factory recommended manner. All items will be in good repair and will have been checked out and tested before being delivered to the venue. Some items may not be required or some may need to be added for certain systems.

   Do not assume RFP contains complete information for the full functionality of the system. Specific equipment is called out in RFP as required for the overall functionality of the video system. Contractor assumes full responsibility to deliver a fully tested and functioning system meeting the general requirements contained herein. Common sense and experience with this kind of venue/event should prevail.

   ALL racks must have low noise cooling fans and adequate front panel lighting.

   General equipment notes:

8. RIGGING

   1. The video supplier will supply all required rigging for the video walls. This includes, but is not limited to the following:

      (a) Motors
      (b) Spansets, steel cables, shackles, rings, burlap, etc.
      (c) Tape measures (100' [30 m]) to measure video wall height

9. POWER DISTRIBUTION

   Power will be supplied by a reliable source, which may be a generator system (supplied by others). Contractor will provide all power distribution for the complete video system. Assume 200 feet of camlock feeder.

   1. All power distribution will conform to local safety standards and will use connectors that are resistant to being pulled out.
   2. All cables will be sized to minimize voltage drop.
   3. All connections shall be weather tight.

10. MISCELLANEOUS

    Tools and Spares
    a) A complete set of tools with soldering iron and solder.
    b) Anything else needed to maintain the system.

11. Labor

    Please, as a separate price, provide the all-inclusive daily rate for each crewmember as listed below:

    The following people will be included with the equipment contract. It is assumed that they will be experienced and professional. Those that will be in the public eye should be dressed appropriately given the nature of the event.

    Load-in/Load-out Crew

    Provide additional technical labor in quote as required for Contractor's system. Stagehands will be provided for general work: specify quantity and skill level.

EXHIBIT A – SCOPE OF WORK (CONT.)

12. Show/Rehearsal Crew

    1- Director/switcher/System tech
    If bidder deems it necessary to provide two (2) people, provide a cost breakout as a separate line item for the system tech.

    Assume the workday starts at 12 noon and ends at 11:00 p.m. Some days will require earlier arrival/later departure.

    All systems will be tested and verified at least three (3) hours before show time, each day.

    Video wall failures are not acceptable. Consecutive pixel, module or other problems occurring two times within a two-show period will be cause for the entire video wall to be replaced, at Contractor's expense.

13. The term of this contract is from July 1, 2017 – June 30, 2019 with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.

14. Contractor must provide multiple means of communication with the Video Director, from all camera and graphic/switching areas, as well as the FOH audio operator. Communication must also be established between the Production Office and the Video Director.

DISTRICT AGREES:

To pay the Contractor a total amount not to exceed FIVE HUNDRED EIGHTY SIX THOUSAND TWENTY SEVEN DOLLARS AND 28/100 ($586,027.28); ONE MILLION FIVE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED TWENTY TWO DOLLARS AND 68/100 ($1,564,622.68) inclusion option years.

The District accepted Contractor's optional pricing. Estimated price breakdown is as follows. Invoice will reflect the actual services and number of shows.

2017 (07/01/17-06/30/18)				
Description	Cost Per Show	Estimate # of shows	Total	
Concert Series (23 shows) Flat Rate	$174,890.73	1 Package	$174,890.73	
Additional Show	$6,173.08	6	$37,038.48	
Two Delay Tower Panels (5'8h X9'10"h Each) (23 Shows Series Flat rate)	$12,000.00	1 Package	$12,000.00	
Two Delay Tower Panels (5'8h X9'10"h Each (Additional Show)	$423.60	6	$2,541.60	
2017 Total Cost Concert Series and 6 additonal shows			**$226,470.81**	
Stand Alone Shows (Require Load In Load Out)	Cost Per Show	Estimated # of Shows	Total	
Stand Alone Shows	$23,685.00	2	$47,370.00	
Two Delay Tower Panels (5'8h X9'10"h Each	$2,400.00	2	$4,800.00	
Total Cost two stand alone shows			**$52,170.00**	
Total 2017 Cost (Concert series, 6 additonal shows, two stand alone shows				**$278,640.81**

2018 (07/01/18-06/30/19)				
Description	Cost Per Show	Estimate # of shows	Total	
Concert Series (23 shows) Flat Rate	$180,137.45	1 Package	$180,137.45	
Additional Show	$6,358.27	9	$57,224.43	
Two Delay Tower Panels (5'8h X9'10"h Each) (23 Shows Series Flat rate)	$12,360.00	1 Package	$12,360.00	
Two Delay Tower Panels (5'8h X9'10"h Each (Additional Show)	$436.61	9	$3,929.49	
2017 Total Cost Concert Series and 6 additonal shows			**$253,651.37**	
Stand Alone Shows (Require Load In Load Out)	Cost Per Show	Estimated # of Shows	Total	
Stand Alone Shows	$24,395.55	2	$48,791.10	
Two Delay Tower Panels (5'8h X9'10"h Each	$2,472.00	2	$4,944.00	
Total Cost two stand alone shows			**$53,735.10**	
Total 2018 Cost (Concert series, 8 additonal shows, two stand alone shows				**$307,386.47**

2019 (07/01/19-06/30/20				
Description	Cost Per Show	Estimate # of shows	Total	
Concert Series (23 shows) Flat Rate	$185,541.68	1 Package	$185,541.68	
Additional Show	$6,549.02	9	$58,941.18	
Two Delay Tower Panels (5'8h X9'10"h Each) (23 Series Shows Flat rate)	$12,730.80	1 Package	$12,730.80	
Two Delay Tower Panels (5'8h X9'10"h Each (Addional Show)	$449.40	9	$4,044.60	
2017 Total Cost Concert Series and 6 additonal shows			**$261,258.26**	
Stand Alone Shows (Require Load In Load Out)	Cost Per Show	Estimated # of Shows	Total	
Stand Alone Shows	$25,127.42	2	$50,254.84	
Two Delay Tower Panels (5'8h X9'10"h Each	$2,546.16	2	$5,092.32	
Total Cost two stand alone shows			**$55,347.16**	
Total 2019 Cost (Concert series, 12 additonal shows, two stand alone shows				**$316,605.42**

2020 (07/01/20-06/30/21)				
Description	Cost Per Show	Estimate # of shows	Total	
Concert Series (23 shows) Flat Rate	$191,107.82	1 Package	$191,107.82	
Additional Show	$6,745.49	9	$60,709.41	
Two Delay Tower Panels (5'8h X9'10"h Each) (23 Shows Series Flat rate)	$13,112.72	1 Package	$13,112.72	
Two Delay Tower Panels (5'8h X9'10"h Each (Additonal Show)	$462.88	9	$4,165.92	
2017 Total Cost Concert Series and 6 additonal shows			**$269,095.87**	
Stand Alone Shows (Require Load In Load Out)	Cost Per Show	Estimated # of Shows	Total	
Stand Alone Shows	$25,881.24	2	$51,762.48	
Two Delay Tower Panels (5'8h X9'10"h Each	$2,622.54	2	$5,245.08	
Total Cost two stand alone shows			**$57,007.56**	
Total 2020 Cost (Concert series, 12 additonal shows, two stand alone shows				**$326,103.43**

2021 (07/01/21-12/30/21)				
Description	Cost Per Show	Estimate # of shows	Total	
Concert Series (23 shows) Flat Rate	$196,841.06	1 Package	$196,841.06	
Additional Show	$6,947.85	9	$62,530.65	
Two Delay Tower Panels (5'8h X9'10"h Each) (23 Shows Series Flat rate)	$13,506.11	1 Package	$13,506.11	
Two Delay Tower Panels (5'8h X9'10"h Each (Additonal Show)	$476.77	9	$4,290.93	
2017 Total Cost Concert Series and 6 additonal shows			**$277,168.75**	
Stand Alone Shows (Require Load In Load Out)	Cost Per Show	Estimated # of Shows	Total	
Stand Alone Shows	$26,657.68	2	$53,315.36	
Two Delay Tower Panels (5'8h X9'10"h Each	$2,701.22	2	$5,402.44	
Total Cost two stand alone shows			**$58,717.80**	
Total 2021 Cost (Concert series, 12 additonal shows, two stand alone shows				**$335,886.55**
Total Five Years (2017, 2018, 2019, 2020, 2021)				**$1,564,622.68**

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-72

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoice shall be submitted upon completion of services rendered to the District and shall contain the following, at a minimum, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 47145; and
4. Itemization of costs with concert series, additional shows, and stand alone shows.

Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:
The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**
"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**
The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverages:**
   a. **General Liability**
   Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
   Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
   The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
   The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract**.

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

EXHBIT 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 (Circle one): **Contractor** **Consultant** **Concessionaire** **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*****

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

*****OC Fair & Event Center Staff – Please submit completed forms to the Human Resources Department*****

R_____ A_____ F_____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to $9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
SA-169-17FT		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE___% ☒ N/A ☐ GFE _____
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.	CONTRACTOR'S NAME, hereafter called the **Contractor**.
32ND DISTRICT AGRICULTURAL ASSOCIATION	**SEAN CHAO AND FRIENDS**

2. The agreement term is from **7/14/17** through **8/13/17**
3. The maximum amount payable is **$ 500.00** pursuant to the following charges:
   Wages/Labor $ _____ Parts/Supplies $ _____ Taxes $ _____ Other $ _____ *(Attach list if applicable.)*
4. Payment Terms ***(Note:** All payments are in arrears.)* ☐ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY
   ☐ ITEMIZED INVOICE ☐ OTHER _____
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 – Provide Exhibition-Ready artwork **for 2017 OC Fair**
   Exhibit B – Budget Detail and Payment Provisions
   Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
   Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
   Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

☒ GTC* **610** ☐ GIA* _____ *If not attached, view at *www.ols.dgs.ca.gov/Standard+Language.*

☒ Other Exhibits *(List)* **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		**CONTRACTOR**	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**		CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **SEAN CHAO AND FRIENDS**	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING **Michele Richards, Vice President, Bus. Development**		PRINTED NAME AND TITLE OF PERSON SIGNING **Sean Chao**	
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		ADDRESS **12951 Benson Ave. Unit 134, Chino, CA 91710** **(626) 592-0990**	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER	DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Stephen Anderson, Exhibits
(714) 708-1718

SEAN CHAO AND FRIENDS
Sean Chao, President
(714) 647-1275

CONTRACTOR AGREES:

1. Exhibition-ready artwork to fill 60 linear ft. of floor space.
2. Artist Statement(s), CV, Title of Exhibit.
3. High resolution photo of artwork.
4. Checklist of artworks with title, medium, date and price.
5. Delivery of artwork between July 7-12, 2017
6. Pick up of artwork on August 14-15, 2017
7. Insurance for artwork.
8. Providing pedestals and vitrines for artwork display.
9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. Provide SELI Insurance.
2. Installation/De-installation of artworks.
3. Exhibition Poster.
4. Vinyl Letting for exhibition walls.
5. Exhibition wall statement.
6. Wall tags for artwork.
7. Referrals for sale of artwork.
8. Exhibitor badge for artist.
9. Approximately 60 linear ft. of floor space in the Visual Arts Gallery.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-44

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and sent via the US Mail.

Payment will be made upon satisfactory completion of services herein required and upon receipt of proper invoice. All invoices are to be itemized and include the District's Purchase Order (PO) number 46972. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.) \

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desistorder not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:
The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:
"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:
The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability
Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability
Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation
Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice
Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
   Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
   a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

      - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

   b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
   The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
   The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract**.

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

R_____ A_____ F_____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to $9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
SA-170-17GE		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE ___% ☐ N/A ☐ GFE _____
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.	CONTRACTOR'S NAME, hereafter called the **Contractor**.
32ND DISTRICT AGRICULTURAL ASSOCIATION	**TERRY L. DONALDSON**

2. The agreement term is from **07/28/17** through **08/13/17**

3. The maximum amount payable is $ **6,180.00** pursuant to the following charges:
Wages/Labor $ _____ Parts/Supplies $ _____ Taxes $ _____ Other $ **6,180.00** *(Attach list if applicable.)*

4. Payment Terms ***(Note:** All payments are in arrears.)* ☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☐ OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*
☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – **Clown Entertainment at 2017 OC Fair**
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at *www.ols.dgs.ca.gov/Standard+Language.*

☒ Other Exhibits *(List)* **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		**CONTRACTOR**	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**		CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **TERRY L. DONALDSON**	
BY (Authorized Signature) ✍	DATE SIGNED	BY (Authorized Signature) ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING **Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations**		PRINTED NAME AND TITLE OF PERSON SIGNING **Terry L. Donaldson**	
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		ADDRESS / PHONE / EMAIL **6020 Lindemann Road, Box 16G, Discovery Bay, CA 94505 (209) 835-3535**	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	**5780-70**				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER ✍	DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. To provide entertainment as, "Sparkles Delight the Clown," from July 28 – August 13 at the 2017 OC Fair.

B. To perform Clown Patrol while strolling the grounds of the OC Fair.

C. Performances shall take place daily, except Mondays and Tuesdays.

D. Performance times shall be designated and communicated by the District.

E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.

F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To pay Contractor a total sum not to exceed SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS ($6,180.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS ($6,180.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**
During the performance of this Agreement, Contractor and its subcontractor*s* 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 subcontractor*s* 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 provision*s* 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 subcontractor*s* 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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**
   "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**
   The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverage:**
   a. **General Liability:**
      Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability:**
      Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation:**
      Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice:**
      Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
   i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:
The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

R_____ A_____ F_____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to $9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
SA-171-17GE		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE___% ☐ N/A ☐ GFE _____
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.	CONTRACTOR'S NAME, hereafter called the **Contractor**.
32ND DISTRICT AGRICULTURAL ASSOCIATION	**DENIS MARTINEZ**

2. The agreement term is from **07/28/17** through **08/13/17**

3. The maximum amount payable is $ **6,180.00** pursuant to the following charges:
Wages/Labor $ _____ Parts/Supplies $ _____ Taxes $ _____ Other $ **6,180.00** *(Attach list if applicable.)*

4. Payment Terms ***(Note:** All payments are in arrears.)* ☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☐ OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*
☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – **Clown Entertainment at 2016 OC Fair**
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at *www.ols.dgs.ca.gov/Standard+Language.*

☒ Other Exhibits *(List)* **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		**CONTRACTOR**	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**		CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **DENIS MARTINEZ**	
BY (Authorized Signature) ✍	DATE SIGNED	BY (Authorized Signature) ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING **Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations**		PRINTED NAME AND TITLE OF PERSON SIGNING **Denis Martinez**	
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		ADDRESS / PHONE / EMAIL **6020 Lindemann Road, Box 16G, Discovery Bay, CA 94505** **(209) 835-3535**	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	**5780-70**				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER ✍	DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. To provide entertainment as, "Ravioli the Clown," from July 28 – August 13 at the 2017 OC Fair.

B. To perform Clown Patrol while strolling the grounds of the OC Fair.

C. Performances shall take place daily, except Mondays and Tuesdays.

D. Performance times shall be designated and communicated by the District.

E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.

F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To pay Contractor a total sum not to exceed SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS ($6,180.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS ($6,180.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. **INDEPENDENT CONTRACTOR*:***
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:**
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:**
Time is of the essence in this Agreement.

13. **COMPENSATION:**
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:**
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverage:

a. General Liability:

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability:

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

c. Workers' Compensation:

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice:

Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
   i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:
The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

R_____ A_____ F_____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to $9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
SA-172-17GE		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 ☐ N/A ☐ ON FILE ☒ ATTACHED ☐ CERTIFIED SMALL BUSINESS
CCCs ☐ N/A ☐ ON FILE ☒ ATTACHED CERTIFICATE NUMBER
☐ DVBE___% ☐ N/A ☐ GFE _____
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.	CONTRACTOR'S NAME, hereafter called the **Contractor**.
32ND DISTRICT AGRICULTURAL ASSOCIATION	**DIEGO BARQUINERO**

2. The agreement term is from **07/28/17** through **08/13/17**

3. The maximum amount payable is $ **6,180.00** pursuant to the following charges:
Wages/Labor $ _____ Parts/Supplies $ _____ Taxes $ _____ Other $ **6,180.00** *(Attach list if applicable.)*

4. Payment Terms ***(Note:** All payments are in arrears.)* ☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☐ OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*
☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work – **Clown Entertainment at 2016 OC Fair**
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

☒ GTC*SF **610** ☐ GIA* _____ *If not attached, view at *www.ols.dgs.ca.gov/Standard+Language.*

☒ Other Exhibits *(List)* **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		**CONTRACTOR**	
AGENCY NAME **32ND DISTRICT AGRICULTURAL ASSOCIATION**		CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **DIEGO BARQUINERO**	
BY (Authorized Signature) ✍	DATE SIGNED	BY (Authorized Signature) ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING **Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations**		PRINTED NAME AND TITLE OF PERSON SIGNING **Diego Barquinero**	
ADDRESS **88 Fair Drive, Costa Mesa, CA 92626**		ADDRESS / PHONE / EMAIL **9103 Bestel Avenue, Garden Grove, CA 92844** **(805) 231-7570**	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	**5780-70**				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	SIGNATURE OF ACCOUNTING OFFICER ✍	DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. To provide entertainment as, "Veekay the Clown," from July 28 – August 13 at the 2017 OC Fair.

B. To perform Clown Patrol while strolling the grounds of the OC Fair.

C. Performances shall take place daily, except Mondays and Tuesdays.

D. Performance times shall be designated and communicated by the District.

E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.

F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To pay Contractor a total sum not to exceed SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS ($6,180.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND ONE HUNDRED EIGHTY DOLLARS ($6,180.00) upon satisfactory completion of services herein required on Sunday, August 13, 2017.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
   The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**
    During the performance of this Agreement, Contractor and its subcontractor*s* 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 subcontractor*s* 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 provision*s* 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 subcontractor*s* 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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**
   "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**
   The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverage:**
   a. **General Liability:**
      Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability:**
      Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation:**
      Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice:**
      Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
   i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:
The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 10/16)

R____ A____ F____

AGREEMENT NUMBER	
SA-173-17SP	**A-**

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
Los Angeles Limited Partnership, A California Limited Partnership DBA Verizon Wireless

2. The term of this Agreement is: **July 1, 2017 through August 15, 2017**

3. The amount of this Sponsorship Agreement is: **$23,000 (CASH)**
Payment Terms:
☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER Payable to: "OC Fair & Event Center"

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. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(610) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Los Angeles Limited Partnership DBAVerizon Wireless

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Steven Lamp, Director

ADDRESS
250 El Camino Real #117, Tustin, CA 92780
(714) 906-0018 Email: jim.heinrich@plancominc.com

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association / Division of Fairs & Expositions

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, V.P, Business Development

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☑ Exempt: Sponsorship

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 STATE ACCOUNTING OFFICER

✍ Date

☐ CONTRACTS MANAGER

☐ Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

Los Angeles SMSA Limited Partnership, DBA Verizon Wireless
Jim Heinrich, Director
714-906-0018
Via: Scott Bruno/Tandem Partnerships
(415) 705.5421

CONTRACTOR AGREES:

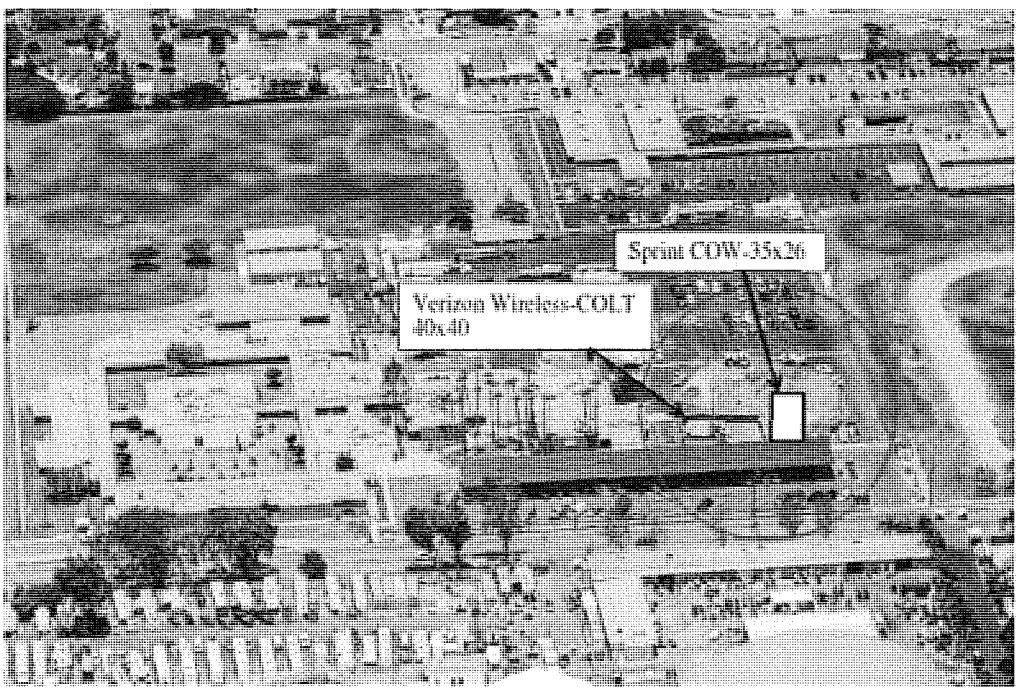
1. That space(s) shall be used for the following purpose only: Installation and maintenance of two (2) truck mounted temporary cellular communications towers and related equipment.
2. To install and calibrate all equipment prior to July 14, 2017.
3. To work with District on reasonable and pre-approved access to Contractor installed equipment for maintenance and calibration purposes only. Contractor must check-in with the OC Fair & Event Center Safety & Security office in order to be granted access.
4. Vehicles may not access the property during OC Fair hours, which are as follows: Wednesday through Friday from 12:00 p.m. – 12:00 a.m. and Saturday & Sunday from 11:00 a.m. – 12:00 a.m.
5. That all staff is properly uniformed with Verizon Wireless or Contractor attire, and wear a District issued badge at all times while on the property.
6. That all equipment and installation procedures must be pre-approved by the District and that generators must comply with District-approved noise levels.
7. To provide payment in the sum of TWENTY-THREE THOUSAND DOLLARS ($23,000.00) as a site fee, due upon execution of this agreement. Payment in full must be received upon execution of this agreement.
8. Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

9. 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 Agency require the approval of the District prior to implementation.
10. To verify all Agency's intended paid and unpaid staff who will be working on District property at any time in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
11. To abide by the rules and regulations included in the 2017 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2017 OC Fair.
14. To remove all equipment and related materials no later than 11:59pm on, Tuesday, August 15, 2017.

DISTRICT AGREES:

1. To provide:
    a. One (1) 40'x40' space at Davis Lot (please see spot marked map below)
    b. Equivalent to 19'x47' space above third base entrance to Pacific Amphitheatre
2. To provide shore power to the tower on the third base entrance to Pacific Amphitheatre
3. To allow Contractor to install and maintain conduits, pipes, cables and wires as necessary to operate equipment with pre-approval from the District.
4. To provide a mutually-agreed number of credential badges and parking passes for working staff to access the property.



- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. **Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. **Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. **Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. **Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. **Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. **Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. **Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. **State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. **Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. **State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. **State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability**
   Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation**
   Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice**
   Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

   e. **Liquor Liability**
   Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder:**
a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company:**
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. **Insured:**
The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (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 C – 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 C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.

L. Sponsor 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

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

R. Failure of the District 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.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. 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 will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-175-17-FT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

EXECUTIVE EVENT SERVICES, LLC

2. The term of this Agreement is: **05/15/2017** through **09/09/2017** **FED ID:**

3. The maximum amount of this Agreement is: **$48,691.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide security services for 2017 pre and post Fair at the OC Fair and Event Center, See Pages 2 and 3 for additional scope of work.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9-12
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Megan's Law	Pages 16-17

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

EXECUTIVE EVENT SERVICES, LLC

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Jake Mahan, President

ADDRESS

22600 Savi Ranch Parkway, Yorba Linda, CA 92887
(714) 283-2766 Ext. 1, jmahan@eesnation.com

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, CFE, VP, Operations

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Nick Buffa, Director of Safety & Security/Parking
(714) 708-1577

Executive Event Services, LLC
Jake Mahan, President
(714) 283-2766 Ext. 1 (Office)
(714) 393-5478 (Mobile)

CONTRACTOR AGREES:

1. To provide security services 2017 pre and post fair for the 32nd District Agricultural Association dba OC Fair & Event Center ("District").
2. The District's Bid Request issued April 11, 2017, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.
3. Contractor must be in compliance with all applicable laws, rules and regulations of the State of California and licensed to provide security services in the state of California.
4. 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.
5. Scope of Work

a. Contractor shall provide full coverage for *assigned secure, controlled access areas including backstage or non-public areas, fixed positions, supervisory positions and roving positions* per the staffing levels detailed below:

1. Approximate 55 staff for Amphitheater Usher/Security attendants including associated lead and supervisory staff to provide a high visibility security presence, usher services and general customer service for each event date.

2. Approximate 30 Gate Security attendants including associated lead & supervisory staff to perform pre-entry security screening including non-intrusive bag inspection, magnetometer (11 total) operation and magnetic wand operation to assure dangerous, hazardous or prohibited items do not enter the Amphitheater for each event date.

3. The operational period for each event will vary however, for the purposes of this scope of work the anticipated hours of operation will be as follows:

- Saturday 10 June 1100 hours to 2230 hours
- Tuesday 4 July 1630 hours to 2230 hours
- Saturday 19 August 1630 hours to 2230 hours
- Saturday 9 September 1630 hours to 2230 hours

b. Contractor shall provide photos of staff uniforms.

c. Contractor's personnel providing security services must arrive in uniform and carry proper credentials and required licenses. Any employee who arrives without the proper credentials, appropriate uniform or required licenses will not be permitted to work on District property.

d. Contractor to attend kick-off/coordination meeting no later than May 15, 2017.

e. Below is the list of anticipated staffing and shift needs.

1. The District reserves the right to increase/decrease number of estimated hours to meet the demand.

Saturday, June 10, 2017	Staff Classification	# of staff	# of hours	Rate per hour	Total
	Un-armed Amphitheatre (Usher/Attendants)	50	8	$21.00	$8,400.00
	Supervisory Staff	3	8	$25.00	$600.00
	Gate Security Staff	24	8	$21.00	$4,032.00
	Gate Security Supervisory	2	8	$25.00	$400.00
Total cost June 10, 2017					**$13,432.00**

Tuesday, July 04, 2017	Staff Classification	# of staff	# of hours	Rate per hour	Total
	Un-armed Amphitheatre (Usher/Attendants)	50	6	$31.50	$9,450.00
	Supervisory Staff	3	6	$37.50	$675.00
	Gate Security Staff	24	6	$31.50	$4,536.00
	Gate Security Supervisory	2	6	$37.50	$450.00
Total cost July 4, 2017					**$15,111.00**

Saturday, August 19, 2017	Staff Classification	# of staff	# of hours	Rate per hour	Total
	Un-armed Amphitheatre (Usher/Attendants)	50	6	$21.00	$6,300.00
	Supervisory Staff	3	6	$25.00	$450.00
	Gate Security Staff	24	6	$21.00	$3,024.00
	Gate Security Supervisory	2	6	$25.00	$300.00
Total cost August 19, 2017					**$10,074.00**

Saturday, September 09, 2017	Staff Classification	# of staff	# of hours	Rate per hour	Total
	Un-armed Amphitheatre (Usher/Attendants)	50	6	$21.00	$6,300.00
	Supervisory Staff	3	6	$25.00	$450.00
	Gate Security Staff	24	6	$21.00	$3,024.00
	Gate Security Supervisory	2	6	$25.00	$300.00
Total cost September 9, 2017					**$10,074.00**

Grand Total 4 days	**$48,691.00**

The price above shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, or any other related services required. The District shall not be billed for any costs that were not included in the contract.

DISTRICT AGREES:

1. To provide Contractor with access to District property
2. To pay Contractor a total sum not to exceed FORTY EIGHT THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND 00/100 ($48,691.00), based upon the rates outlined herein. Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

- End Exhibit A -

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-23

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted by day which services were rendered as followed:

Date: June 10, 2017
Number of Amphitheatre staff, Number of Amphitheatre supervisor, Number of hours, Rate of pay.
Number of Gate Security Staff, Number of Gate Security Supervisor, Number of hours, Rate of pay.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 47160. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:
        i. the dangers of drug abuse in the workplace;
        ii. the person's or organization's policy of maintaining a drug-free workplace;
        iii. any available counseling, rehabilitation and employee assistance programs; and,
        iv. penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the proposed Agreement will:
        i. receive a copy of the company's drug-free workplace policy statement; and,
        ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:**
   "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:**
   The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. **Coverage:**
   a. **General Liability:**
      Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than $5,000,000 per occurrence for Fairtime Carnival Rides; $3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; $3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; $2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; $1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; $2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; $1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. **Automobile Liability:**
      Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

   c. **Workers' Compensation:**
      Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

   d. **Medical Malpractice:**
      Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

e. Liquor Liability:
Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice:
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
   i. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:
The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:
The contractor/renter must be specifically listed as the insured.

OR

8. CFSA Special Events Program:
The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

9. Master Certificates:
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

10. Self-Insurance:
The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:
The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:
The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:
Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:
Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a property 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-

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 (Circle one): **Contractor** **Consultant** **Concessionaire** **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*****

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

*****OC Fair & Event Center Staff – Please submit completed forms to the Human Resources Department*****

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

R by Amar F

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-058-17FT	#1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   32ND DISTRICT AGRICULTURAL ASSOCIATION
   CONTRACTOR'S NAME
   EVENTCORP SERVICES, INC.
2. The term of this Agreement is **05/01/2017** through **04/30/2019** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **$1,650.00 Amendment** (2017-$30,825; 2018-$30,825); 2019-$31,325; 2020-$31,825; 2021-$32,325) **$61,650; $157,125.00 with 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:

Standard Agreement # SA-058-17FT, dated May 1, 2017, between the District and Eventcorp Services, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to provide equipment and supplies for hand sanitizer at three locations at the freestanding kiosk survey at $825.00 per year, a total of $1,650 for two years (2017, 2018); $4,125 inclusion option years.
2. Change address from 7931 152nd Avenue, Ne, Redmond, WA 98052 to 11720 NE 30th PL, Bellevue, WA 98005.

STATE AGREES:

1. To pay Contractor a total amount not to exceed SIXTY ONE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00/100 ($61,650.00); ONE HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (157,125.00) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

This amendment effective date is July 1, 2017.
Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
EVENTCORP SERVICES, INC.

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Omar Mawjee, CEO/Owner

ADDRESS
11720 NE 30th Pl, Bellevue, WA 98005
(866) 469-7250 email: omar@eventcorpservices.com

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA Department of General Services Use Only

☐ Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

R_____ A KK F

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-192-16FT	#1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
ABSOLUTE INTERNATIONAL SECURITY

2. The term of this Agreement is **07/01/16** through **05/30/2019** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$4,904 Amendment** (2016-$43,620.70; 2017- $49,564.3; 2018-$53,432.05; 2019-$56,802.2; 2020-$60,389.45 **$146,617.06; $263,808.70 with 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:

Standard Agreement # SA-192-16FT, dated July 1, 2016, between the District and Absolute International Security is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to add an equivalent to 5% of not to exceed amount due to increase number of service hours:

2017 - $2,360, 2018 - $2,544.
Option years – To be exercised at the discretion of the District when appropriate– 2019 - $2,705, 2020 - $2,876

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED FORTY SIX THOUSAND SIX HUNDRED SEVENTEEN DOLLARS AND 06/100 ($146,617.06); TWO HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND 70/100 ($263,808.70) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

This amendment effective date is July 1, 2017.
Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
ABSOLUTE INTERNATIONAL SECURITY

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Lucy Lin, President

ADDRESS
861 South Oak Road, Covina, CA 91724
(626) 858-7188, email: llin@absolutesecurityintl.com

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STATE TREASURER'S OFFICE SERVICE ORDER

STO FORM 001 (1/96)

DATE: 3/27/2017

SERVICE ORDER NUMBER: **SO16-208**

AGENCY: **ScholarShare Investment Board**

VENDOR NAME, ADDRESS AND PHONE NUMBER:

32nd District Agricultural Association
Attn: Kevin Hidenach
88 Fair Drive
Costa Mesa, CA 92626
Phone: 650.465.6965
kevin@tandempartnerships.com

SA-156-17SP

DIVISION/UNIT:

LOCATION OF SERVICES TO BE PERFORMED:

STATE TREASURER'S OFFICE
915 CAPITOL MALL, RM 538
SACRAMENTO, CA 95814

SO SUB MAIN:

REQUESTED BY: D. Sanchez

PHONE #: 916-653-3354

210#	QTY	DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
547	1	MARKETING AND OUTREACH SERVICES : ORANGE COUNTY FAIR & EVENT CENTER - IMAGINOLOGY DATES: 4/15-23/17 **See Exhibit A for more details**	☑	$1,200.00	$1,200.00
547.1	1	This service falls under SCR #400 (Public Outreach)	☑		
547.2	1	STO001A TERMS & CONDITIONS ARE HEREBY ATTACHED AND MADE PART OF THIS ORDER	☑		

AMOUNT:

TAX: $0.00

TOTAL: $1,200.00

CERTIFICATION NUMBER | ☐ Certified Small Business | ☐ Certified Microbusiness | EXPIRATION DATE | ☐ Certified DVBE | EXPIRATION DATE

FISCAL YEAR: 16/17

VENDOR INVOICE NUMBER:

NAME OF FUND AND ALLOTMENT: 0564

I hereby certify upon my personal knowledge that the above services are exempt as prescribed in S.A.M. Section 1200 and that all conditions of this order have been met.

ALLOTMENT CODING: 0954-001-0564

SIGNATURE OF APPROVING OFFICER:

ADDITIONAL EXPENDITURE CODING: 0954 - 21564 - 239

NAME OF APPROVING OFFICER: MOULAY BILLOUCHE

DATE: 3/27/2017

CLAIM NUMBER:

AMOUNT:

TITLE: BUSINESS SERVICES OFFICER

EXHIBIT A

SCOPE OF WORK

32nd District Agricultural Association - Orange County Fair & Event Center - Imaginology will collaborate with SIB on facilitating the efforts outlined in this Exhibit A.

Sponsorship Term: April 15, 2017 – April 23, 2017

Total Cost: $1,200.00

Description of Services:

1. Scope of Services

Contractor agrees to provide to the SIB marketing and outreach services as described herein:

A. **Orange County Fair & Event Center - Imaginology**
   i) ScholarShare will have the opportunity to staff an onsite resource booth at the Imaginology event on April; 22 – April 23, 2017 and distribute informational brochures.
   ii) Logo inclusion on booth signage, directional maps, InfoCubes, electronic reader board, event program & schedules and event flyer.
   iii) Social and digital media – logo inclusion on website and co-branded social media posts.

Contractor shall also meet the following provisions:

A. Production: All elements of production will be completed by Contractor (unless noted). All marketing elements (on-air, onsite, online and print) that feature ScholarShare information (including its name, logo and web address) shall be forwarded to SIB for review and approval prior to distribution or release.

B. Reporting: Upon request by SIB, Contractor shall provide a summary of results for the sponsorship efforts completed and as mutually agreed, including, but are not limited to, metrics such as event attendance numbers, audience demographics, online click-through rates, circulation numbers (for emails, enewsletters, and print material distributed), number of impressions (for on-air and online advertising).

C. Package Elements: Elements included in this sponsorship agreement are available to other prospective sponsors and may differ slightly dependent on the marketing goals and objectives of the sponsor.

SERVICE ORDER
STATE OF CALIFORNIA
STO001A (NEW 11/07)
CONTRACT CONDITIONS

1. **OFFER/ACCEPTANCE.** This Service Order is an offer to contract which becomes a binding agreement between the State and the Contractor upon commencement of work by the Contractor. Thereby, by commencement of work, the Contractor agrees to the conditions and specifications contained herein. The State Reserves the right to cancel this offer at any time prior to commencement of work.
2. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and save harmless the State and its employees from any claims or losses to any parties who supply goods or services in performance of this agreement and any claims or losses to any parties damaged as a result of the Contractor's performance of this agreement.
3. **INDEPENDENT CAPACITY.** The Contractor, and the agents and employees of the contractor, in performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California.
4. **TERMINATION.** After commencement of work, the State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein. In event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid the Contractor on demand.
5. **AMENDMENTS.** These conditions may be altered in writing as agreed to by both parties prior to commencement of work. However, the project specifications and the cost estimate may be amended after commencement of work. The amendment must be documented using a form GS 1092 other than the original Service Order with both parties indicating agreement by the vendor's representative signing in the space provided and the State representative signing as the Requester or the Approving Officer.
6. **NONASSIGNMENT.** Without written consent of the state, this agreement is not assignable by Contractor either in whole or in part.
7. **CONSIDERATIONS.** The agreed consideration to be paid to the Contractor shall be full compensation for all of Contractor's expenses incurred in the performance of this agreement.
8. **WAGES.** The Contractor shall pay his/her employees wages no less than those required by applicable law.
9. **LICENSES/PERMITS.** The Contractor shall obtain, and at his/her expense, pay for all licenses/permits required by law for accomplishment of work performed in connection with this agreement.
10. **NATIONAL LABOR RELATIONS BOARD.** By acceptance of this agreement, the Contractor swears, under penalty of perjury, that no more than one final, unappealable finding of the contempt of court by a Federal Court has been issued against the 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.
11. **CONFIDENTIALITY OF DATA.** Any information designated as confidential by the State and made available to the Contractor in performance of this agreement shall be protected by the Contractor from any use or disclosure except as specifically authorized in writing by the State.
12. **AVAILABILTY OF FUNDS.** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.
13. **NONDISCRIMINATION.** During the performance of this agreement, Contractor and it subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), martial status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et.seq.) and the applicable regulations promulgated thereunder (California Code of Regulations Title 2, Section 7285.0 et. seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (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. The Contractor agrees to include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.
14. **DISPUTES.** In the event of a dispute of fact arising from this agreement, the Contractor/State agrees to attempt to resolve the issue through an administrative process. The issues must first be discussed with management of the Office/Division within the Department of General Services responsible for award of the agreement. If this does not resolve the issue, the Contractor will present a written complaint to the Director, Department of General Services with 30 days of the discussion. Within 30 days of receipt of the complaint, the Director or his/her representative shall meet with the Contractor to discuss the issue. If an agreement cannot be reached by this application of high level management attention, the State/Contractor may assert other rights and remedies including filing suit with a court of competent jurisdiction.
15. **DRUG FREE WORKPLACE CERTIFICATION.** If the "VENDOR INSTRUCTION" indicate that a completed form STD. 21 is required, the form must be completed and submitted to the State prior to the commencement of work. This Drug Free Workplace Certification is required by law for all contractors doing business with the State of California. By agreeing to maintain compliance with the Department of General Services for up to three years and thereby a Certification may not be required for this contract. If interested in keeping a Certification on file, the Contractor should contact the DGS Office noted in the billing address. The Certification whether filed in response to this offer or having been previously filed with the Department, is hereby incorporated in and made a part of this agreement.
16. **INVOICING AND TAX REPORTING INFORMATION.** Invoices, in triplicate, must be sent to the billing address and must reference the Services Order Number shown on the face of the Order. Also, if the "VENDOR INSTRUCTIONS" indicated that a form STD. 204 must be submitted, failure to submit form with the invoice may delay payment. The form is needed to facilitate the State's compliance with income tax reporting laws.

OC FAIR & EVENT CENTER

RENTAL AGREEMENTS FOR BOARD APPROVAL

MAY 2017

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-036-17	Orange County Beekeepers Association	Orange County Beekeepers Association Meetings	Meeting	Silo Building	01/01/17-12/31/17	$80.00 per club meeting; $120.00 per additional meetings
R-040-17	Lisa's Gourmet Coffee	Lisa's Gourment Coffee - Parking Space Rental	Parking Space Rental	Parking Lot G	01/01/17-12/31/17	January - December $8 per space per day
R-046-17	MOBILEMONEY, Inc.	TO PROVIDE AND MAINTAIN ATM MACHINES	ATM Services	Various locations, as indicated in Exhibit "A"	06/01/17-05/31/18	Not less than 58% of all customer surcharge transaction processing
R-072-17	Rusty Barn Promotion Group Inc.	Quilt, Craft and Sewing Festival	Consumer Show	The Hangar	09/27/17-10/01/17	$21,564.00
R-074-17	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Inc. - BrideWorld Expo	Consumer Show	Anaheim Building, Los Alamitos Building, OC Promenade	06/10/17-06/11/17	$13,176.50
R-075-17	Bugorama Promotions	The Classic - VW Car Show	Car Show	Campground, Country Meadows, Crafters Village, Festival Field	06/16/17-06/17/17	$26,712.50
R-088-17	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Japanese Festival	1/2 Lot I, Los Alamitos	10/13/17-10/16/17	$44,900.00
R-093-17	N-Effect Productions	Los Alamitos High School Grad Night 2017	Grad Night	Costa Mesa	06/15/17-06/16/17	$9,328.00
R-098-17	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Trade Show	Costa Mesa	11/06/17-11/12/17	$32,151.25
R-101-17	Kastl Amusements	Katsl Amusements Camping	Camping	Camprgournd	05/16/17-05/23/17	$2,281.00
R-105-17	Apex Performance	Apex Performance Acura Event	Auto Research	Parking Lot I	06/04/17-06/07/17	$9,627.00
R-107-17	Sound Media Fusion, LLC	Sound Testing	Sound Testing	Pacific Amphitheatre	05/08/17-05/11/17	$5,344.00
R-108-17	Shari Yee	Ryan & Shari's Wedding	Wedding	Millennium Barn, Silo Building	10/06/17-10/08/17	$5,262.50
R-109-17	Vital Link	Vital Link - Culinary Regional Advisory Board Meeting	Meeting	Plaza Pacifica Lobby & Terrace	05/04/17-05/05/17	$1,078.00
R-112-17	Leap of Faith Adventures, Inc dba JK Dots	PARKING SPACE RENTAL	Parking Space Rental	Parking Lot G	04/24/17-04/25/17 & 05/01/17-05/03/17	$40.00
R-113-17	Pacific Symphony	Pacific Symphony - Symphonic Springsteen	Concert	Pacific Ampheteatre	07/03/17-07/05/17	$54,987.25
R-114-17	Pacific Symphony	Pacific Symphony - Jurassic Park	Concert	Pacific Ampheteatre	08/18/17-08/20/17	$47,958.50
R-115-17	Pacific Symphony	Pacific Symphony - Tchaikovsky Spectacular	Concert	Pacific Ampheteatre	09/08/17-09/10/17	$47,958.50
R-118-17	Noise Group, LLC	Observatory Off-Site Parking- The Smokers Club 420	Event Parking	Parking Lot C, Parking Lot D	04/20/17-04/21/17	$2,718.00
R-119-17	Driving Miz Daisy	Driving Miz Daisy Vintage Market at The Hangar	Consumer Show	The Hangar	08/25/17-08/26/17	$15,524.50

FORM F-31

AGREEMENT NO. **R-036-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Orange County Beekeepers Association** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

Beginning January 1, 2017 and ending December 31, 2017

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Orange County Beekeepers Association Meetings

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$80.00 per month – Monthly Club Meeting
$120.00 per additional meetings

5. Please see Exhibits “A” “B” “C” “E” and “F” which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Beekeepers Association
2818 E. Collins Avenue
Orange, CA 92867

By_____Date_____

Title: Christine Ferrian, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date_____

Title: Michele Richards, V.P. Business Development

AGREEMENT: R-036-17
DATED: May 11, 2017
WITH: Orange County Beekeepers Association
PHONE: (949) 922-6986

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2017 and ending December 31, 2017**

BUILDING(S)/LOCATION(S):
Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2017 through December 31, 2017.
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- **To conduct monthly meetings on the first Tuesday of the month** *(see dates below)* **between January and June, resuming in September through December. Furthermore, a meeting is scheduled for the last Tuesday in June to provide accommodation for July date unavailable prior to the 2017 OC Fair and an additional meeting will be held on the first Friday in September. Monthly OCBA Board Meetings are scheduled from 6:30 PM to 9:30 PM but may begin as early as 6:00 PM. Teardown is to be concluded by 10:00 PM.**

January 3rd, February 7th, March 7th, April 4th, May 2nd, June 6th, June 27th, September 5th, September 8th, October 3rd, November 7th, December 5th

- That all members and patrons of OCBA will enter the property at the Main Gate, off Fair Drive and enter through the Centennial Farm Gate on Monday through Friday. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of OCBA can access the property at Gate 4 off of Arlington Drive.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all OCBA supplies and equipment after each meeting. Renter understands that there is no storage space available for OCBA equipment.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract *(see Exhibit F for Silo layout)*.
- That all trash generated by OCBA be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by the Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2017 through December 31, 2017.

- To pay $80.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at $120.00 per meeting.

- To provide staff and maintain an educational display during the entire duration of the annual OC Fair.

32nd District (OCFEC) will provide:

- Tables and chairs for the monthly meeting.
- Access to the Centennial Farm Gate and Silo Building.
- Booth space in the Centennial Farm area during the annual OC Fair.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of $560.00 is due on or before January 4, 2017 for the period covering January through June.

Payment of $440.00 is due on or before July 1, 2017 for the period covering September through December.

A $25.00 late fee will be added if payment is not received by tenth (10th) day of the applicable following calendar month.

FORM F-31

AGREEMENT NO. **R-040-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Lisa's Gourmet Coffee** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2017 - December 31, 2017

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Parking Space in Lot G

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

PARKING SPACE RENTAL

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

January - December $8.00 per space per day

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Lisa's Gourmet Coffee
8755 Hummingbird Avenue
Fountain Valley, CA 92708

By_____ Date:_____

Title: Lisa Grandizio Bivens, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____ Date:_____

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: R-040-17
DATED: May 11, 2017
WITH: Lisa's Gourmet Coffee
PHONE: (714) 593-8141

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2017 through December 31, 2017

LOCATION(S):
Parking (storage) space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception**: The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:
January - December, 2017
$8.00 per space per day, due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th of any month will be subject to a $25.00 late fee.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-046-17**
DATE May 11, 2017
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **MOBILEMONEY, Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **Beginning June 1, 2017 and ending on May 31, 2018**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Various locations, as indicated in Exhibit "A"

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

TO PROVIDE AND MAINTAIN ATM MACHINES

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Not less than 58% of all customer surcharge transaction processing fees

5. **Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.**

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

MOBILEMONEY, Inc.
941 Calle Negocio
San Clemente, CA 92673

By_____ Date: _____

Title: Larry Dunnwald, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____ Date: _____

Title: Kathy Kramer, Chief Executive Officer

AGREEMENT: R-046-17
DATE: May 11, 2017
WITH: MOBILEMONEY, Inc.
PHONE: (888) 414-6866

EXHIBIT "A"

This Agreement covers ATM services to be provided by MOBILEMONEY, Inc., hereinafter called the Contractor, for the 32nd District Agricultural Association, hereinafter called the District.

DATES OF AGREEMENT: June 1, 2017 and ending on May 31, 2018

Contractor shall locate mobile ATMs at District's facility as negotiated with the District. District is willing to permit Contractor to locate the mobile ATMs based on the terms and conditions set forth herein.

Contractor makes no representation or warranties with regard to the size of the attendance at the events or the level of business that will be done by the mobile ATMs.

OPERATING PRIVILEGE

1. The District hereby grants Contractor the sole and exclusive right and privilege to place, position, operate and maintain mobile ATMs at the OC Fair & Event Center. This shall not apply to permanent stationary ATMs existing at the facility prior to the effective date of this agreement.

2. Contractor's occupancy shall be limited to Automated Teller Machines provided by Contractor and serviced by Contractor to maintain, replenish and improve accessibility of cash.

3. Contractor shall possess the right to occupy the space(s) described below, subject to the terms and conditions of this agreement to provide, place and maintain various ATMs on District Property as designated by District Management.

4. Contractor shall also provide labor, customer support, supplies and materials related to the ATMs.

5. Contractor shall ensure that malfunctioning machines are repaired or replaced within sixty (60) minutes during all events.

6. Contractor shall maintain sufficient amounts of cash in all ATMs at all times. District reserves the right to designate sufficiency of cash in each machine.

7. Contractor shall, at its own expense, maintain an adequate supply of paper and ribbons for ATM usage.

8. Contractor shall ensure that all machines remain clean from dirt and debris, and all signage remains visible and attractive to the District's satisfaction.

9. Contractor warrants, including the condition of the ATMs, its merchantability or fitness for particular purpose, and its ability to be licensed, permitted and registered to provide the service to be rendered to District hereunder.

10. District shall extend dedicated operating electrical power for Contractor within three (3) feet of an ATM site and provide power at District cost. All other expenses associated with the contract shall be the sole responsibility of Contractor, in addition to the expense of installation and monthly recurring costs.

PLACEMENT OF ATMs

11. Contractor may not transfer or move ATMs without prior approval from the District.

12. Locations of ATMs shall be designated by District Management. At District's sole discretion, locations may change from time to time in accordance with the numerous events located on District property. District agrees to provide Contractor five (5) days advance notification of such events in order for Contractor to facilitate the transfer of machines and/or to increase number of machines.

13. There shall be a minimum of eight (8) permanent ATMs at various locations on District property.

    a. One (1) east of the Baja Blues ramp during the Speedway Season
    b. One (1) inside the Baja Blues
    c. Two (2) west portion of the Main Mall
    d. One (1) east portion of the Main Mall
    e. Two (2) east of Blue Gate
    f. One (1) near Fair Drive in Lot A near the Orange County Market Place snack bar

14. The District will provide one (1) electrical power outlet (110 Volt) for each ATM.

PAYMENT

15. Contractor agrees to pay to the District, for rights and privileges hereby granted, an amount for each transaction made at the ATMs called a transaction processing fee or surcharge fee. A "transaction" shall mean any withdrawal made from a cardholder's account for which a transaction processing fee or surcharge fee is collected. No other service related charges, fees or transaction surcharges except for the above transaction processing fees shall be permitted, dispersed, paid or quantified by Contractor.

16. The Customer Transaction Processing Fee shall be solely determined by the District. The Customer Transaction Processing Fee shall be $3.00 per transaction. Each individual transaction may involve withdrawals up to $200.00.

17. Contractor agrees to pay the District an amount not less than 58% per transaction processing fee.

18. District Management reserves the right to adjust the Customer Transaction Processing Fee at any time.

19. Contractor agrees that payments to the District for transaction processing fees shall be due by the 10th day of each month for the prior month's transactions, including a summary of transactions for each machine. During the annual OC Fair, daily activity reports must be provided to the District as requested by the District.

20. In the event any transaction or daily settlement amount is disputed by a cardholder's financial institution or the processor and, as a result, charged back by that cardholder's financial institution or processor, Contractor shall be responsible for that amount plus any assessed fees. Contractor shall not offset or reduce any transaction processing fees payable to the District.

ADVERTISING/SPONSORSHIP

21. District and contractor shall mutually agree on revenue sharing terms prior to District pursuing sponsorship branding or advertisements on ATM's, excluding presentation of District's logo or OC Fair theme artwork/video screen messaging which the District may implement at any time. Contractor will help facilitate the branding or advertising, but shall be reimbursed for any out of pocket expenses for extra signage or advertising fees.

INSURANCE

22. Contractor agrees to provide and maintain proper insurance coverage against loss, theft, damage and/or destruction of the ATMs.

23. Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements), must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in the termination of said contract. If at any time during the term of the contract, Contractor fails to maintain any of the insurance requirements, the District may, at District's option and in addition to all other remedies available, declare a material breach of contract by the Contractor, and terminate the contract.

24. The phrase "fails to maintain any of the insurance requirements" shall include, but is not limited to, notification received by District that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent. In no event is District responsible for the payment of premiums or deductibles of any required coverage. It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to District, the State of California, and other additional insureds named in the contract, shall be secondary. Nothing contained in the Agreement shall be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude District from taking other actions available to it under the contract documents or by law.

COMPLIANCE

25. Contractor agrees it will comply with all applicable laws, rules and regulations of the State and Federal jurisdictions, including but not limited to all laws, rules and regulations relating to the use, licensing and/or operations of ATMs, such as sections of the Americans with Disabilities Act Accessibility Guidelines.

26. District agrees that the processing services provided by Contractor consists in part of computer programs, procedures, forms and other related materials which have been acquired, licensed or developed by Contractor and are trade secrets which are of great value to Contractor. District will make its best efforts not to disclose to others any confidential or propriety information. All service and trademarks developed by Contractor shall be the property of Contractor.

27. Contractor warrants that it has not been terminated from settlement or card transactions by any financial institution or determined to be in violation of MasterCard or Visa rules and regulations.

28. Contractor shall comply with all applicable laws and regulations, and obtain necessary licenses, permits and/or registrations to conduct its business and provide processing services herein.

29. The District retains the right of final approval for all work to be performed.

30. Contractor shall be responsible for property damaged, lost or destroyed due to negligence or intentional acts of Contractor or its employees. Contractor shall be responsible for the conduct of its subcontractors, employees and/or agents.

31. Contractor agrees to provide a written confirmation of costs, for approval by District Management, prior to the initiation of any additional requested services.

32. Contractor and Contractor's employees shall dress uniformly and shall be courteous and efficient as well as neat and clean in appearance at all times. Identification as Contractor's employee shall be prominently displayed at all times.

33. Contractor agrees to comply with any requirements arising from any audits/evaluations conducted by District management, the Department of Food & Agriculture, and/or the Attorney General's Office.

34. Contractor's performance during the entire period of the contract shall be subject to the supervision of District Management. Contractor agrees that District Management, at its sole discretion, may determine that a person or agent utilized by Contractor is detrimental to District operations due to his or her appearance, conduct or demeanor. Contractor agrees to remove such person or agent from operations as a result of such matter. Determination by District Management regarding these matters shall be final.

35. Contractor agrees to observe and comply with all fire regulations as required by State Fire Marshal.

36. Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter any ticket, admission, permit or license issued by the District to Contractor or its employees.

37. It is mutually agreed that the awarded contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the District.

38. In no way will the awarded contract create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

39. It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

40. The Agreement is not binding upon the District until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food & Agriculture. Contractor represents and warrants that the signatory to the contract is empowered to represent Contractor to enter into the contract and to bind Contractor to the terms and conditions contained herein.

41. Contractor must maintain one or more representatives who are authorized to take immediate action upon the request of District Management. This person must be identified to the District as Contractor's authorized representative.

42. All vehicles and equipment shall be provided by Contractor. All vehicles and equipment must be maintained and clean in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment.

43. If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

44. Megan's Law Screening: In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity's employees, agents, servants, volunteers and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening (Part X).

45. Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances.

46. The District reserves the right to terminate any contract at any time by giving Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

47. The District is aware that Contractor contracts armed personnel to be on site to service their equipment.

FAIR TIME

48. Up to five (5) Contractor employees, representatives or agents will be granted free admittance during the annual OC Fair for the purpose of service, technical support and security of the mobile ATMs.

49. Two (2) parking spaces will be granted during the annual OC Fair for above specified technical support.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-072-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Rusty Barn Promotion Group Inc.** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

September 27 - October 1, 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:

Quilt, Craft & Sewing Festival

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$21,564.00

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.

Rusty Barn Promotion Group Inc.
2022 South 2100 East, Suite 201
Salt Lake City, UT 84108

By_____Date:_____

Title: Chris Butler, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Quilt, Craft & Sewing Festival	**Contract No:**	R-072-17
Contact Person:	Chris Butler	**Phone:**	(801) 560-4945
Event Dates:	09/28/2017 - 09/30/2017	**Hours:**	Thursday: 10:00 AM - 5:00 PM
			Friday: 10:00 AM - 5:00 PM
Admission Price:	$10.00 or Free with Coupon/Postcard		Saturday: 10:00 AM - 4:00 PM

Vehicle Parking Fee: $8.00 General Parking **Projected Attendance:** 2,700

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
The Hangar	09/27/2017 06:00 AM - 11:00 PM	Move In	1,700.00
Thursday			
The Hangar	09/28/2017 10:00 AM - 05:00 PM	Event	3,400.00
Friday			
The Hangar	09/29/2017 10:00 AM - 05:00 PM	Event	3,400.00
Saturday			
The Hangar	09/30/2017 10:00 AM - 04:00 PM	Event	3,400.00
Sunday			
The Hangar	10/01/2017 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - October 1, 2017 to avoid additional charges. **Total:** **11,900.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 3 Day	Estimate 40	40.00 EA	12.00 EA	480.00
Marquee Board *(7 Consecutive Days)*	09/24/2017 - 09/30/2017	1.00 WK	Included	Included
Picnic Table	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	09/28/2017 - 09/30/2017	2.00 EA	75.00 EA/DAY	450.00
Projector *(12,000 Lumens)*	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System *(Per Building)*	09/28/2017 - 09/30/2017	1.00 EA	75.00 EA/DAY	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
Umbrellas w/Stand	TBD	TBD EA	15.00 EA	TBD
			Total:	**2,775.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
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
Event Day				
Grounds Attendant Lead	09/28/2017 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	09/28/2017 09:00 AM - 05:00 PM	1.00 EA	21.00 HR	168.00
Janitorial Attendant	09/28/2017 09:00 AM - 05:00 PM	2.00 EA	21.00 HR	336.00
Grounds Attendant Lead	09/29/2017 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	09/29/2017 09:00 AM - 05:00 PM	1.00 EA	21.00 HR	168.00
Janitorial Attendant	09/29/2017 09:00 AM - 05:00 PM	2.00 EA	21.00 HR	336.00

EXHIBIT A

Event Information

Grounds Attendant Lead	09/30/2017 09:00 AM - 04:00 PM	1.00	EA	30.00 HR	210.00
Grounds Attendant	09/30/2017 09:00 AM - 04:00 PM	1.00	EA	21.00 HR	147.00
Janitorial Attendant	09/30/2017 09:00 AM - 04:00 PM	2.00	EA	21.00 HR	294.00
Clean Up					
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00	HR	21.00 HR	105.00
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
Event Sales & Services					
Event Coordinator	09/28/2017 09:00 AM - 05:00 PM	1.00	EA	42.50 HR	340.00
Event Coordinator	09/29/2017 09:00 AM - 05:00 PM	1.00	EA	42.50 HR	340.00
Event Coordinator	09/30/2017 09:00 AM - 04:00 PM	1.00	EA	42.50 HR	297.50
Parking					
Parking Attendant Lead	09/27/2017 Estimate 8 Hours	8.00	HR	30.00 HR	240.00
Parking Attendant	09/27/2017 Estimate 16 Hours	16.00	HR	21.00 HR	336.00
Technology					
Technology Attendant	Flat Fee *(Audio Configuration)*	1.00	EA	100.00 EVT	100.00
Outside Services					
Emergency Medical Services	09/28/2017 09:30 AM - 05:30 PM	1.00	EA	22.00 HR	176.00
Emergency Medical Services	09/29/2017 09:30 AM - 05:30 PM	1.00	EA	22.00 HR	176.00
Emergency Medical Services	09/30/2017 09:30 AM - 04:30 PM	1.00	EA	22.00 HR	154.00
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	1.50	HR	263.00 HR	394.50
				Total:	**5,389.00**

Summary

Facility Rental Total	$11,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	$8,164.00
Refundable Deposit	$1,500.00
Grand Total:	**$21,564.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	04/27/2017	$5,391.00
Second Payment	06/30/2017	$5,391.00
Third Payment	07/27/2017	$5,391.00
Fourth Payment	08/28/2017	$5,391.00
Total:		**$21,564.00**
Payment Total:		**$21,564.00**

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.

EXHIBIT A

Event Information

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.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-074-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Adcom Publishing Inc. - BrideWorld Expo** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

June 10 - 11, 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:

$13,176.50

5. Please see Exhibits “A” “B” “C” and “E” which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Adcom Publishing Inc. - BrideWorld Expo
14742 Beach Boulevard, #409
La Mirada, CA 90638

By_____Date:_____

Title: Steve Berry, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Adcom Publishing Inc. - BrideWorld Expo	**Contract No:**	R-074-17
Contact Person:	Steve Berry	**Phone:**	(714) 670-7800
Event Date:	06/11/2017	**Hours:**	Sunday: 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

Facility and/or Area Fees	Date-Time	Activity	Actual
Saturday			
Anaheim Building (#16)	06/10/2017 07:00 AM - 10:00 PM	Move In	1,050.00
Los Alamitos Building (#14)	06/10/2017 07:00 AM - 10:00 PM	Move In	1,400.00
OC Promenade (The Span)	06/10/2017 07:00 AM - 10:00 PM	Move In	Included
Sunday			
Anaheim Building (#16)	06/11/2017 10:00 AM - 04:00 PM	Event	2,100.00
Los Alamitos Building (#14)	06/11/2017 10:00 AM - 04:00 PM	Event	2,800.00
OC Promenade (The Span)	06/11/2017 10:00 AM - 04:00 PM	Event	Included

-Move out must be complete by 11:59 PM on Sunday - June 11, 2017 to avoid additional charges. **Total:** **7,350.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
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 *(Rectangular & Round)*	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 *(In-House)*	Estimate 6 Hours	6.00 HR	75.00 HR	450.00

Total: **1,683.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	21.00 HR	63.00
Electrician	Estimate 4 Hours	4.00 HR	52.50 HR	210.50
Event Days				
Grounds Attendant Lead	06/11/2017 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	06/11/2017 08:00 AM - 04:00 PM	2.00 EA	21.00 HR	336.00
Janitorial Attendant	06/11/2017 08:00 AM - 04:00 PM	3.00 EA	21.00 HR	504.00
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
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
Event Sales & Services				
Event Coordinator	06/11/2017 08:00 AM - 04:00 PM	1.00 EA	42.50 HR	340.00
Parking				
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
Outside Services				
Emergency Medical Services	06/11/2017 09:30 AM - 04:30 PM	1.00 EA	22.00 HR	154.00

EXHIBIT A

Event Information

State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	1.50	HR	263.00 HR	394.50
				Total:	**3,143.50**

Summary

Facility Rental Total	$7,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	$4,826.50
Refundable Deposit	$1,000.00
Grand Total:	**$13,176.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	04/06/2017	$6,588.25
Second Payment	05/05/2017	$6,588.25
Total:		**$13,176.50**
Payment Total:		**$13,176.50**

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.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-075-17**
DATE May 11, 2017
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Bugorama Promotions** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

June 16 - 17, 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:

The Classic - VW Car Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$26,712.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Bugorama Promotions
P.O. Box 60873
Sacramento, CA 95860

By_____Date_____

Title: Steve Hole, Event Coordinator

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	The Classic - VW Car Show	**Contract No:**	R-075-17
Contact Person:	Steve Hole	**Phone:**	(916) 837-5859
Event Dates:	06/17/2017	**Hours:**	6:30 AM - 4:00 PM

Admission Price: Adult: $20.00 Child (6-12): $5.00

Vehicle Parking Fee: $8.00 General Parking **Projected Attendance:** 3,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Park Plaza	06/16/2017 12:00 PM - 06:00 PM	Move In	675.00
Saturday			
Campground	06/17/2017 06:30 AM - 04:00 PM	Event	2,250.00
Country Meadows	06/17/2017 06:30 AM - 04:00 PM	Event	1,750.00
Crafters Village	06/17/2017 06:30 AM - 04:00 PM	Event	950.00
Festival Field Asphalt	06/17/2017 06:30 AM - 04:00 PM	Event	3,350.00
Festival Field Dirt	06/17/2017 06:30 AM - 04:00 PM	Event	2,250.00
Park Plaza	06/17/2017 06:30 AM - 04:00 PM	Event	1,350.00
-Move out must be completed by 11:59 PM on Saturday - June 17, 2017 to avoid additional charges.		**Total:**	**12,575.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop *(RV Cable)*	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade *(Plastic)*	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 1 Day	Estimate 120	120.00 EA	4.00 EA	480.00
Marquee Board *(7 Consecutive Days)*	06/11/2017 - 06/17/2017	1.00 WK	Included	Included
Portable Electronic Message Board	06/17/2017	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper *(In-House)*	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			Total:	**2,245.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 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 2 Hours	2.00 HR	52.50 HR	105.00
Event Day				
Grounds Attendant Lead	06/17/2017 05:00 AM - 04:30 PM	1.00 EA	30.00 HR	345.00
Grounds Attendant	06/17/2017 05:00 AM - 04:30 PM	6.00 EA	21.00 HR	1,449.00
Janitorial Attendant	06/17/2017 05:00 AM - 04:30 PM	12.00 EA	21.00 HR	2,898.00
Electrician	06/17/2017 05:00 AM - 04:30 PM	1.00 EA	52.50 HR	603.75
Clean Up				
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 1 Hours	1.00 HR	52.50 HR	52.50
Event Sales & Services				
Event Coordinator	06/17/2017 05:00 AM - 04:30 PM	1.00 EA	42.50 HR	488.75
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 18 Hours	18.00 HR	21.00 HR	378.00

EXHIBIT A

Event Information

Safety & Security						
Security Attendant Lead	06/17/2017 05:00 AM - 04:30 PM	1.00	EA	30.00	HR	345.00
Security Attendant	06/17/2017 05:00 AM - 04:30 PM	6.00	EA	21.00	HR	1,449.00
Outside Services						
Event Medical Services	06/17/2017 05:30 AM - 04:30 PM	2.00	EA	21.00	HR	462.00
Sound Engineer	06/17/2017 TBD	TBD	EA	750.00	DAY	TBD
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	TBD	EA	TBD	EVT	TBD
					Total:	**10,392.50**

Summary

Facility Rental Total	$12,575.00
Estimated Equipment, Reimbursable Personnel and Services Total	$12,637.50
Refundable Deposit	$1,500.00
Grand Total:	**$26,712.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment - (*25% of Facility Fee*)	Upon Signing	$3,143.75
Second Payment	03/16/2017	$7,856.25
Third Payment	04/17/2017	$7,856.25
Fourth Payment	05/16/2017	$7,856.25
Total:		**$26,712.50**
Payment Total:		**$26,712.50**

Please Remit Payment in *Check or Credit Card*
****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****
*****ALL PAYMENTS ARE NON-REFUNDABLE*****

The OC Fair & Event Center is excited to announce that the implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PRE-STAGING OF VEHICLES
Must be discussed and planned with OCFEC Parking Department.

SOUND ORDINANCE
Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. Contracted sound company within this event to be determined by OCFEC. **All amplified music/sound must end by 4:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, Bugorama Productions must comply with request.**

SWAP MEET VENDORS
Bugorama Swap Meet Vendors may only sell items related to VW vehicles. Due to the OC Market Place operating onsite on same weekend, items deemed in direct competition with the OC Market Place will not be allowed to be sold in the Bugorama Swap Meet vendor area.

FORM F-31

AGREEMENT NO. **R-088-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Adentope, Inc. dba Japan Product Promotion** 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 13 - 16, 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:

OC Japan Fair

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$44,900.00

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 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.

Adentope, Inc. dba Japan Product Promotion
1405 Marcelina Avenue, #104
Torrance, CA 90501

By_____Date:_____

Title: Masataka Taguchi, Producer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: OC Japan Fair
Contact Person: Masataka Taguchi
Event Dates: 10/13/2017 - 10/15/2017

Contract No: R-088-17
Phone: (617) 875-9602
Hours: Friday: 5:00 PM - 11:00 PM
Saturday: 12:00 PM - 10:00 PM
Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: TBD

Vehicle Parking Fee: $8.00 General Parking

Projected Attendance: 15,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
½ Parking Lot I	10/13/2017 08:00 AM - 05:00 PM	Move In	Included
Los Alamitos Building (#14)	10/13/2017 08:00 AM - 05:00 PM	Move In	Included
½ Parking Lot I	10/13/2017 05:00 PM - 11:00 PM	Event	925.00
Los Alamitos Building (#14)	10/13/2017 05:00 PM - 11:00 PM	Event	2,800.00
Saturday			
½ Parking Lot I	10/14/2017 12:00 PM - 10:00 PM	Event	925.00
Los Alamitos Building (#14)	10/14/2017 12:00 PM - 10:00 PM	Event	2,800.00
Sunday			
½ Parking Lot I	10/15/2017 10:00 AM - 05:00 PM	Event	925.00
Los Alamitos Building (#14)	10/15/2017 10:00 AM - 05:00 PM	Event	2,800.00
Monday			
½ Parking Lot I	10/16/2017 06:00 AM - 11:59 AM	Move Out	Included
Los Alamitos Building (#14)	10/16/2017 06:00 AM - 11:59 AM	Move Out	Included

- Move out must be completed by 11:59 AM on Monday - October 16, 2017 to avoid additional charges. **Total:** **11,175.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Barricade	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 70	70.00 EA	18.00 EA	1,260.00
Electrical Splitter Box	Estimate 18	18.00 EA	55.00 EA	990.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,500.00 EVT	2,500.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 3 Day	Estimate 90	90.00 EA	12.00 EA	1,080.00
Picnic Table *(Rectangular & Round)*	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	10/13/2017 - 10/15/2017	2.00 EA	75.00 EA/DAY	450.00
Public Address System *(Per Building)*	10/13/2017 - 10/15/2017	1.00 EA	75.00 EA/DAY	225.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Stanchion	Estimate 31	31.00 EA	5.00 EA	155.00
Sweeper *(In-House)*	Estimate 11 Hours	11.00 HR	75.00 HR	825.00
Ticket Booth *(Double Window)*	Estimate 1	1.00 EA	100.00 EA	100.00
			Total:	**9,270.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 14 Hours	14.00 HR	21.00 HR	294.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	Estimate 6 Hours	6.00 HR	52.50 HR	315.00
Plumber	Estimate 2 Hours	2.00 HR	52.50 HR	105.00
Event Day				
Grounds Attendant Lead	10/13/2017 03:00 PM - 10/14/2017 12:00 AM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/13/2017 03:00 PM - 10/14/2017 12:00 AM	4.00 EA	21.00 HR	756.00
Janitorial Attendant	10/13/2017 03:00 PM - 10/14/2017 12:00 AM	8.00 EA	21.00 HR	1,512.00
Electrician	10/13/2017 03:00 PM - 10/14/2017 12:00 AM	1.00 EA	52.50 HR	472.50
Grounds Attendant Lead	10/14/2017 11:00 AM - 11:00 PM	1.00 EA	30.00 HR	360.00

EXHIBIT A

Event Information

Grounds Attendant	10/14/2017 11:00 AM - 11:00 PM	4.00	EA	21.00 HR	1,008.00
Janitorial Attendant	10/14/2017 11:00 AM - 11:00 PM	8.00	EA	21.00 HR	2,016.00
Electrician	10/14/2017 11:00 AM - 11:00 PM	1.00	EA	52.50 HR	630.00
Grounds Attendant Lead	10/15/2017 09:00 AM - 05:30 PM	1.00	EA	30.00 HR	255.00
Grounds Attendant	10/15/2017 09:00 AM - 05:30 PM	4.00	EA	21.00 HR	714.00
Janitorial Attendant	10/15/2017 09:00 AM - 05:30 PM	8.00	EA	21.00 HR	1,428.00
Electrician	10/15/2017 09:00 AM - 05:30 PM	1.00	EA	52.50 HR	446.25
Clean Up					
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00 HR	120.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	21.00 HR	294.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	21.00 HR	168.00
Electrician	Estimate 6 Hours	6.00	HR	52.50 HR	315.00
Plumber	Estimate 1 Hour	1.00	HR	52.50 HR	52.50
Event Sales & Services					
Event Coordinator	10/13/2017 04:00 PM - 10/14/2017 12:00 AM	1.00	EA	42.50 HR	340.00
Event Coordinator	10/14/2017 11:00 AM - 11:00 PM	1.00	EA	42.50 HR	510.00
Event Coordinator	10/15/2017 09:00 AM - 05:30 PM	1.00	EA	42.50 HR	361.25
Parking					
Parking Attendant Lead	10/13/2017 12:00 PM - 09:00 PM	1.00	EA	30.00 HR	270.00
Parking Attendant	10/13/2017 12:00 PM - 09:00 PM	3.00	EA	21.00 HR	567.00
Safety & Security					
Security Attendant Lead	10/13/2017 04:30 PM - 11:30 PM	1.00	EA	30.00 HR	210.00
Security Attendant	10/13/2017 04:30 PM - 11:30 PM	6.00	EA	21.00 HR	882.00
Security Attendant - Overnight	10/13/2017 11:00 PM - 10/14/2017 08:00 AM	1.00	EA	21.00 HR	189.00
Security Attendant Lead	10/14/2017 11:30 AM - 10:30 PM	1.00	EA	30.00 HR	330.00
Security Attendant	10/14/2017 11:30 AM - 10:30 PM	6.00	EA	21.00 HR	1,386.00
Security Attendant - Overnight	10/14/2017 10:00 PM - 10/15/2017 08:00 AM	1.00	EA	21.00 HR	210.00
Security Attendant Lead	10/15/2017 09:30 AM - 05:30 PM	1.00	EA	30.00 HR	240.00
Security Attendant	10/15/2017 09:30 AM - 05:30 PM	6.00	EA	21.00 HR	1,008.00
Technology					
Technology Attendant	Flat Fee *(Audio Configuration)*	1.00	EA	100.00 EVT	100.00
Outside Services					
Emergency Medical Services	10/13/2017 04:30 PM - 11:30 PM *(Estimate Only)*	2.00	EA	21.00 HR	294.00
Emergency Medical Services	10/14/2017 11:30 AM - 10:30 PM *(Estimate Only)*	2.00	EA	21.00 HR	462.00
Emergency Medical Services	10/15/2017 09:30 AM - 05:30 PM *(Estimate Only)*	2.00	EA	21.00 HR	336.00
Sound Engineer	10/13/2017 - 10/15/2017	1.00	EA	750.00 DAY	2,250.00
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	1.50	HR	263.00 HR	394.50
				Total:	**21,955.00**

Summary

Facility Rental Total	$11,175.00
Estimated Equipment, Reimbursable Personnel and Services Total	$31,225.00
Refundable Deposit	$2,500.00
Grand Total:	**$44,900.00**

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	03/13/2017	$1,500.00
Second Payment	05/13/2017	$14,467.00
Third Payment	08/13/2017	$14,467.00
Fourth Payment	09/13/2017	$14,466.00
	Total:	**$44,900.00**
	Payment Total:	**$44,900.00**

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.

3-COMPARTMENT SINKS
All 3-compartment sinks must be on site for installation by **Friday, October 13, 2017 at 8:00 AM**. Late arrivals may result in an increase above the number of Plumber set up hours listed on Exhibit A. Additional plumber labor is $52.50 per hour.

CANOPIES/TENTS
No canopies or tents allowed in the buildings or breezeways per State Fire Marshal code. Any violation provides the Fire Marshal the right to close the building.

HEALTH DEPARTMENT
Japan Product Promotion has agreed to be the Health Department coordinator for all food vendors at the 2017 OC Japan Fair.

OUTSIDE FOOD VENDORS
Spectra, the OCFEC Master Concessionaire will allow Japan Product Promotion to operate independent food booths at $175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged $150.00 per space. The sake booth will be charged a $175.00 total fee regardless of size. Spectra will invoice Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday, October 12, 2017.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PARKING LOT I
All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

PEPSI BEVERAGES
The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

SOUND ORDINANCE
Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound must end by 10:00 PM on Friday and Saturday, 9:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the OCFEC Sound Monitor/Engineer or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Japan Product Promotion must comply with request.**

EXHIBIT A

Event Information

By:_____Date:_____
Title: Masataka Taguchi, Producer

By:_____Date:_____
Title: Michele A. Richards, V.P. Business Development

By:_____Date:_____
Title: Juan Quintero, Spectra General Manager

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-093-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **N-Effect Productions** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

June 15 - 16, 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:

Los Alamitos High School Grad Night 2017

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$9,328.00

5. Please see Exhibits “A” “B” “C” and “E” which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association’s sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

N-Effect Productions
26822 Vista Terrace
Lake Forest, CA 92630

By_____Date_____

Title: Kris Plourde, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Los Alamitos High School Grad Night 2017	**Contract No:**	R-093-17
Contact Person:	Kris Plourde	**Phone:**	(949) 230-4149
Event Date:	06/15/2017 - 06/16/2017	**Hours:**	**Start:** Thursday - 11:00 PM
			Conclude: Friday - 5:00 AM

Vehicle Parking Fee: Parking Buyout *(See Summary)* **Projected Attendance:** 500

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday - Friday			
Costa Mesa Building (#10)	06/15/2017 04:00 PM - 11:00 PM	Move In	Included
Costa Mesa Building (#10)	06/15/2017 11:00 PM - 06/16/2017 05:00 AM	Event	4,200.00
Costa Mesa Building (#10)	06/16/2017 05:00 AM - 12:00 PM	Move Out	Included

-Move out must be completed by 12:00 Noon on Friday - June 16, 2017 to avoid additional charges. **Total:** **4,200.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair *(Individual)*	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	450.00 EVT	450.00
Portable Electronic Message Board	06/15/2017	2.00 EA	75.00 EA/DAY	150.00
Sweeper *(In-House)*	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	**879.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Electrician	Estimate 2 Hours	2.00 HR	52.50 HR	105.00
Event Day				
Grounds Attendant Lead	06/15/2017 10:00 PM - 06/16/2017 05:00 AM	1.00 EA	30.00 HR	210.00
Grounds Attendant	06/15/2017 10:00 PM - 06/16/2017 05:00 AM	1.00 EA	21.00 HR	147.00
Janitorial Attendant *(Restroom & Trash)*	06/15/2017 10:00 PM - 06/16/2017 05:00 AM	2.00 EA	21.00 HR	294.00
Electrician	06/15/2017 10:00 PM - 06/16/2017 05:00 AM	1.00 EA	52.50 HR	367.50
Clean Up				
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 2 Hours	2.00 HR	52.50 HR	105.00
Event Services				
Event Coordinator	06/15/2017 10:00 PM - 06/16/2017 05:00 AM	1.00 EA	42.50 HR	297.50
Parking				
Parking Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Safety & Security				
Security Attendant	06/15/2017 10:30 PM - 06/16/2017 05:30 AM	4.00 EA	21.00 HR	588.00
(Safety & Security coverage is required for facility and/or emergency needs)				
-One (1) parent/chaperone required for every thirty (30) students.				
Outside Services				
Amusement Ride Inspector	TBD	TBD EA	1,500.00 EVT	TBD
			Total:	**2,429.00**

Summary

Facility Rental Total	$4,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	$3,308.00
Parking Buyout *(40 Chaperone vehicles at $8.00 per vehicle; Students transported by bus)*	$320.00
Refundable Deposit	$1,500.00
Grand Total:	**$9,328.00**

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment - *(25% of Facility Fee)*	03/09/2017	$1,050.00
Third Payment	04/07/2017	$4,139.00
Fourth Payment	05/09/2017	$4,139.00
	Total:	**$9,328.00**
	Payment Total:	**$9,328.00**

Please Remit Payment in *Check or Credit Card Only*
Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)
Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date. A Two Million Dollars ($2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)
Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator two (2) weeks prior to the event date. A Two Million Dollars ($2,000,000) minimum coverage per occurrence is required.

AMUSEMENT RIDE INSPECTOR
An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event. Additional costs to be determined.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PRIVATE SECURITY
N-Effects Productions is responsible for providing additional security personnel during the event and completing the Private Security Service Provider Agreement before the event begins.

SOUND ORDINANCE
Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. **All amplified music/sound must be limited to/contained inside the Costa Mesa Building (#10). Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, N-Effect Productions must comply with request. The Costa Mesa Building (#10) doors must remain closed after 10:00 PM to contain sound.**

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-098-17**
DATE May 11, 2017
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Sugar Plum Festivals** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

November 6 - 12, 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:

Sugar Plum Arts & Crafts Festivals

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$32,151.25

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 next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815

By_____Date:_____

Title: Camilla Richter, Promoter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A - November

Event Information

Event Name:	Sugar Plum Arts & Crafts Festivals	**Contract No:**	R-098-17
Contact Person:	Camilla Richter	**Phone:**	(562) 598-0857
Event Dates:	11/09/2017 - 11/11/2017	**Hours:**	Thursday: 9:00 AM - 8:00 PM
			Friday: 9:00 AM - 8:00 PM
Admission Price:	Free		Saturday: 9:00 AM - 5:00 PM
Vehicle Parking Fee:	$8.00 General Parking	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Monday			
Costa Mesa Building (#10)	11/06/2017 03:00 PM - 10:00 PM	Move In	1,050.00
Tuesday			
Costa Mesa Building (#10)	11/07/2017 08:00 AM - 10:00 PM	Move In	2,100.00
Wednesday			
Costa Mesa Building (#10)	11/08/2017 08:00 AM - 10:00 PM	Move In	2,100.00
Thursday			
Costa Mesa Building (#10)	11/09/2017 09:00 AM - 08:00 PM	Event	4,200.00
Friday			
Costa Mesa Building (#10)	11/10/2017 09:00 AM - 08:00 PM	Event	4,200.00
Saturday			
Costa Mesa Building (#10)	11/11/2017 09:00 AM - 05:00 PM	Event	4,200.00
Sunday			
Costa Mesa Building (#10)	11/12/2017 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - November 12, 2017 to avoid additional charges. **Total:** **17,850.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
5.5 MB Internet - Dynamic IP	11/09/2017 - 11/11/2017	1.00 EA	50.00 EA/DAY	150.00
Bench *(Metal)*	TBD	TBD EA	15.00 EA	TBD
Barricade *(Plastic)*	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Hang Tag - 3 Day	Estimate 135	135.00 EA	12.00 EA	1,620.00
Marquee Board *(7 Consecutive Days)*	11/05/2017 - 11/11/2017	1.00 WK	Included	Included
Portable Electronic Message Board	11/09/2017 - 11/11/2017	2.00 EA	75.00 EA/DAY	450.00
Public Address System *(Per Building)*	11/09/2017 - 11/11/2017	2.00 EA	75.00 EA/DAY	450.00
Sweeper (*In-House*)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD
			Total:	**4,740.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Event Day				
Grounds Attendant Lead	11/09/2017 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	11/09/2017 08:00 AM - 08:00 PM	1.00 EA	21.00 HR	252.00
Janitorial Attendant	11/09/2017 08:00 AM - 08:00 PM	2.00 EA	21.00 HR	504.00
Grounds Attendant Lead	11/10/2017 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	11/10/2017 08:00 AM - 08:00 PM	1.00 EA	21.00 HR	252.00
Janitorial Attendant	11/10/2017 08:00 AM - 08:00 PM	2.00 EA	21.00 HR	504.00
Grounds Attendant Lead	11/11/2017 08:00 AM - 05:00 PM	1.00 EA	45.00 HR*	405.00
Grounds Attendant	11/11/2017 08:00 AM - 05:00 PM	1.00 EA	33.00 HR*	297.00
Janitorial Attendant	11/11/2017 08:00 AM - 05:00 PM	2.00 EA	21.00 HR	378.00

EXHIBIT A - November

Event Information

Clean Up					
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	21.00 HR	168.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	21.00 HR	168.00
Event Sales & Services					
Event Coordinator	11/09/2017 08:00 AM - 08:00 PM	1.00	EA	42.50 HR	510.00
Event Coordinator	11/10/2017 08:00 AM - 08:00 PM	1.00	EA	42.50 HR	510.00
Event Coordinator	11/11/2017 08:00 AM - 05:00 PM	1.00	EA	63.75 HR*	573.75
Parking					
Parking Attendant Lead	Estimate 10 Hours	10.00	HR	30.00 HR	300.00
Parking Attendant	Estimate 20 Hours	20.00	HR	21.00 HR	420.00
Technology					
Technology Attendant	Flat Fee *(Audio Configuration)*	1.00	EA	100.00 EVT	100.00
Insurance					
S.E.L.I. Insurance	11/09/2017 - 11/11/2017	3.00	EA	225.00 EA/DAY	675.00
(Includes coverage for move-in/move-out period listed on Rental Agreement)					
Outside Services					
Event Medical Services	11/09/2017 08:30 AM - 08:30 PM	1.00	EA	22.00 HR	264.00
Event Medical Services	11/10/2017 08:30 AM - 08:30 PM	1.00	EA	22.00 HR	264.00
Event Medical Services	11/11/2017 08:30 AM - 05:30 PM	1.00	EA	22.00 HR	198.00
State Fire Marshal	Estimate Only (*Plan Review and/or Site Inspection)*	1.50	HR	263.00 HR	394.50

***Holiday Rates** **Total: $8,061.25**

Summary

Facility Rental Total	$17,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	$12,801.25
Refundable Deposit	$1,500.00
Grand Total:	**$32,151.25**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	04/10/2017	$8,038.00
Second Payment	06/09/2017	$8,038.00
Third Payment	08/09/2017	$8,038.00
Fourth Payment	10/09/2017	$8,037.25
Total:		**$32,151.25**
Payment Total:		**$32,151.25**

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 FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-101-17**
DATE May 11, 2017
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Kastl 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

May 16 - 23, 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:

Kastl Amusements Camping

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$2,281.00

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.

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

By_____ Date:_____

Title: Kay Kastl, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____ Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Kastl Amusements Camping	**Contract No:**	R-101-17
Contact Person:	Kay Kastl	**Phone:**	(951) 757-6607
Event Dates:	05/16/2017 - 05/23/2017	**Hours:**	12:00AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 20

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Units	Rate	Actual
Tuesday - Tuesday				
Campground *(Employee RV)*	05/16/2017 12:00 PM - 05/23/2017 12:00 PM *(7 Nights)*	1.00 EA	40.00 EA/DAY	280.00
Campground *(Employee Bunkhouse)*	05/16/2017 12:00 PM - 05/23/2017 12:00 PM *(7 Nights)*	2.00 EA	40.00 EA/DAY	560.00
			Total:	**840.00**

-Check out must be completed by 12:00 Noon on Tuesday - May 23, 2017 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
			Total:	**248.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
Event Day	**Campground Restrooms**			
Janitorial Attendant	05/16/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/17/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/18/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/19/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/20/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/21/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/22/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Clean Up				
Grounds Attendant	TBD	TBD HR	21.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	21.00 HR	TBD
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
Plumber	TBD	TBD HR	52.50 HR	TBD

Safety & Security

**Security needs will be left to the discretion of the OCFEC Safety & Security department. Should the need of an overnight Security Attendant be required, one will be added at the expense of Kastl Amusements at the rate of $21.00/hour.*

Total: **693.00**

Summary

Facility Rental Total	$840.00
Estimated Equipment, Reimbursable Personnel and Services Total	$941.00
Refundable Deposit	$500.00
Grand Total:	**$2,281.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Due Upon Signing	$2,281.00
	Total:	**$2,281.00**
	Payment Total:	**$2,281.00**

Please Remit Payment in *Cashier Check or Credit Card Only*
****ALL PAYMENTS ARE NON-REFUNDABLE****

EXHIBIT A

Event Information

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

CAMPGROUND

Renter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

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, **Kastl Amusements** must comply with request.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-105-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Apex Performance** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

June 4 - 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:

Apex Performance Acura Event

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$9,627.00

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 next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Apex Performance
25 Empire Drive, Suite 200
Lake Forest, CA 92630

By_____Date:_____

Title: Forest Smith, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Apex Performance Acura Event	**Contract No:**	R-105-17
Contact Person:	Lisa Walton	**Phone:**	(970) 389-4748
Event Dates:	06/05/2017 - 06/07/2017	**Hours:**	12:00 PM - 5:00 PM
Vehicle Parking Fee:	No Parking Fee	**Projected Attendance:**	250

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Sunday			
Parking Lot I	06/04/2017 10:00 AM - 05:00 PM	Move In	925.00
Monday			
Parking Lot I	06/05/2017 12:00 PM - 05:00 PM	Event	1,850.00
Tuesday			
Parking Lot I	06/06/2017 12:00 PM - 05:00 PM	Event	1,850.00
Wednesday			
Parking Lot I	06/07/2017 12:00 PM - 05:00 PM	Event	1,850.00
-Move out must be completed by 11:59 PM on Wednesday - June 7, 2017 to avoid additional charges.		**Total:**	**6,475.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade *(Metal/Plastic)*	TBD	TBD EA	18.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Sweeper *(In-House)*	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
			Total:	**393.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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	TBD	TBD HR	52.50 HR	TBD
Event Day				
Grounds Attendant	06/05/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	06/05/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Grounds Attendant	06/06/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	06/06/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Grounds Attendant	06/07/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	06/07/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Clean Up				
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	TBD	TBD HR	52.50 HR	TBD
Event Sales & Services				
Event Coordinator	Estimate 8 Hours	8.00 HR	42.50 HR	340.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Outside Services				
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	375.00 EVT	375.00
			Total:	**1,759.00**

EXHIBIT A

Event Information

Summary

Facility Rental Total		$6,475.00
Estimated Equipment, Reimbursable Personnel and Services Total		$2,152.00
Refundable Deposit		$1,000.00
	Grand Total:	**$9,627.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment - (*25% of Facility Fee)*	Upon Signing	$1,618.75
Second Payment	05/04/2017	$8,008.25
	Total:	**$9,627.00**
	Payment Total:	**$9,627.00**

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.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

RENTER AGREES:
•That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.

•That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.

•That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.

•That damage occurring in Parking Lot I and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.

•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 OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the 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.

EXHIBIT A

Event Information

Event Name:	Apex Performance Acura Event	**Contract No:**	R-105-17
Contact Person:	Lisa Walton	**Phone:**	(970) 389-4748
Event Dates:	06/05/2017 - 06/07/2017	**Hours:**	8:00 AM - 6:00 PM
Vehicle Parking Fee:	No Parking Fee	**Projected Attendance:**	250

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Sunday			
Parking Lot I	06/04/2017 08:00 AM - 06:00 PM	Move In	925.00
Monday			
Parking Lot I	06/05/2017 08:00 AM - 06:00 PM	Event	1,850.00
Tuesday			
Parking Lot I	06/06/2017 08:00 AM - 06:00 PM	Event	1,850.00
Wednesday			
Parking Lot I	06/07/2017 08:00 AM - 09:00 PM	Event	1,850.00
-Move out must be completed by 11:59 PM on Wednesday - June 7, 2017 to avoid additional charges.		**Total:**	**6,475.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade *(Metal/Plastic)*	TBD	TBD EA	18.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Sweeper *(In-House)*	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
			Total:	**393.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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	TBD	TBD HR	52.50 HR	TBD
Event Day				
Grounds Attendant	06/05/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	06/05/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Grounds Attendant	06/06/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	06/06/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Grounds Attendant	06/07/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Janitorial Attendant	06/07/2017 Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Clean Up				
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	TBD	TBD HR	52.50 HR	TBD
Event Sales & Services				
Event Coordinator	Estimate 8 Hours	8.00 HR	42.50 HR	340.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Outside Services				
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	375.00 EVT	375.00
			Total:	**1,759.00**

EXHIBIT A

Event Information

Summary

Facility Rental Total		$6,475.00
Estimated Equipment, Reimbursable Personnel and Services Total		$2,152.00
Refundable Deposit		$1,000.00
	Grand Total:	**$9,627.00**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment - (*25% of Facility Fee)*	Upon Signing	$1,618.75
Second Payment	05/04/2017	$8,008.25
	Total:	**$9,627.00**
	Payment Total:	**$9,627.00**

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.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

RENTER AGREES:
•That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.

•That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.

•That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.

•That damage occurring in Parking Lot I and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.

•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 OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

FORM F-31

AGREEMENT NO. **R-107-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Sound Media Fusion, LLC** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

May 8 - 11, 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:

Sound Testing

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$5,344.00

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.

Sound Media Fusion, LLC
16524 Arminta Street
Van Nuys, CA 91406

By_____Date_____

Title: Gary Hardesty, Chief Executive Officer

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Sound Testing	**Contract No:**	R-107-17
Contact Person:	Gary Hardesty	**Phone:**	(818) 482-0193
Event Date:	05/08/2017 - 05/12/2017	**Hours:**	09:00 AM - 6:00 PM

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Monday			
Pacific Amphitheatre	05/08/2017 09:00 AM - 06:00 PM	Event	1,000.00
Tuesday			
Pacific Amphitheatre	05/09/2017 09:00 AM - 06:00 PM	Event	1,000.00
Wednesday			
Pacific Amphitheatre	05/10/2017 09:00 AM - 06:00 PM	Event	1,000.00
Thursday			
Pacific Amphitheatre	05/11/2017 09:00 AM - 06:00 PM	Event	1,000.00
		Total:	**4,000.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Grounds Attendant	05/08/2017 Estimate 2 Hours AM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/08/2017 Estimate 2 Hours PM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/09/2017 Estimate 2 Hours AM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/09/2017 Estimate 2 Hours PM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/10/2017 Estimate 2 Hours AM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/10/2017 Estimate 2 Hours PM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/11/2017 Estimate 2 Hours AM	1.00 EA	21.00 HR	42.00
Grounds Attendant	05/11/2017 Estimate 2 Hours PM	1.00 EA	21.00 HR	42.00
Safety & Security				
Security Attendant - Overnight	05/08/2017 07:00 PM - 05/09/2017 07:00 AM	1.00 EA	21.00 HR	252.00
Security Attendant - Overnight	05/09/2017 07:00 PM - 05/10/2017 07:00 AM	1.00 EA	21.00 HR	252.00
Security Attendant - Overnight	05/10/2017 07:00 PM - 05/11/2017 07:00 AM	1.00 EA	21.00 HR	252.00
Security Attendant - Overnight	05/11/2017 07:00 PM - 05/12/2017 07:00 AM	1.00 EA	21.00 HR	252.00
Outside Services				
Local 504 Union Costs	To be paid directly by Sound Media Fusion	TBD EA	TBD EVT	TBD
			Total:	**1,344.00**

Summary

Facility Rental Total	$4,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	$1,344.00
Grand Total:	**$5,344.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	04/15/2017	$5,344.00
	Total:	**$5,344.00**
	Payment Total:	**$5,344.00**

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.

FORM F-31

AGREEMENT NO. **R-108-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Shari Yee** 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 - 8, 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:

Ryan & Shari's Wedding

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$5,262.50

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 next page 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.

Shari Yee
153 Remington
Irvine, CA 92620

By_____Date:_____

Title: Shari Yee, Bride

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Ryan & Shari's Wedding	**Contract No:**	R-108-17
Contact Person:	Shari Yee	**Phone:**	(310) 256-5345
Event Date:	10/07/2017	**Hours:**	5:30 PM - 11:30 PM

Vehicle Parking Fee: Private Event *(No Parking Fee)* **Projected Attendance:** 125

Facility Rental Fees

Facility and/or Area Fees	Date -Time	Activity	Actual
Friday			
Millennium Barn	10/06/2017 04:00 PM - 05:00 PM	Rehearsal	Included
Saturday			
Millennium Barn	10/07/2017 09:00 AM - 05:30 PM	Move In	Included
Bridal Suite	10/07/2017 09:00 AM - 11:30 PM	Event	Included
Millennium Barn	10/07/2017 05:30 PM - 11:30 PM	Event	1,300.00
Sunday			
Millennium Barn	10/08/2017 06:00 AM - 09:00 AM	Move Out	Included

-Move out must be completed by 9:00 AM on Sunday - October 8, 2017 to avoid additional charges. **Total:** **1,300.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift *(Bleachers & Straw Bale)*	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift *(For Lights)*	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (*In-House*)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			Total:	**1,168.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
Event Day				
Grounds Attendant Lead	10/07/2017 04:30 PM - 11:30 PM	1.00 EA	30.00 HR	210.00
Janitorial Attendant	10/07/2017 04:30 PM - 11:30 PM	2.00 EA	21.00 HR	294.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	21.00 HR	210.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
Event Sales & Services				
Event Coordinator	10/07/2017 04:30 PM - 11:30 PM	1.00 EA	42.50 HR	297.50
Safety and Security				
Security Attendant	10/07/2017 05:00 PM - 12:00 AM	2.00 EA	21.00 HR	294.00
Insurance				
S.E.L.I. Insurance	10/07/2017	1.00 EA	95.00 DAY	95.00

Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - October 8, 2017.

Total: **1,994.50**

EXHIBIT A

Event Information

Summary

Facility Rental Total	$1,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	$3,162.50
Refundable Deposit	$800.00
Grand Total:	**$5,262.50**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	05/08/2017	$800.00
Second Payment	06/07/2017	$1,487.50
Third Payment	07/07/2017	$1,487.50
Fourth Payment	09/08/2017	$1,487.50
Total:		**$ 5,262.50**
Payment Total:		**$5,262.50**

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.

Please see Exhibit "D" for additional information regarding rental of the Millennium Barn.

OVATIONS FOOD SERVICES, L.P. dba Spectra
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

SOUND ORDINANCE
Per City Ordinance, loud noise is not permitted between the hours of 10:00 PM to 8:00 AM. Please refer to Exhibit E. **Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, the wedding party must comply with request. All amplified music/sound must remain inside of the Millennium Barn. The Millennium Barn doors must remain closed after 10:00 PM to contain sound.**

_____ _____

Title: Shari Yee, Bride

Title: Michele A. Richards, V.P. Business Development

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-109-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Vital Link** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

May 4 - 5, 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:

Vital Link – Culinary Regional Advisory Board Meeting

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$1,078.00

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 are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Vital Link
15401 Red Hill Avenue, Suite F
Tustin, CA 92780

By_____Date:_____

Title: Kathy Johnson, Executive Director

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Vital Link - Culinary Regional Advisory Board Meeting	**Contract No:**	R-109-17
Contact Person:	Brianna Webster	**Phone:**	(949) 646-2520
Event Dates:	05/05/2017	**Hours:**	7:30 AM - 4:00 PM
Vehicle Parking Fee:	Private Event (*No Parking Fee*)	**Projected Attendance:**	120

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Plaza Pacifica Lobby & Terrace	05/04/2017 08:00 AM - 04:00 PM	Move In	Included
Friday			
Plaza Pacifica Lobby & Terrace	05/05/2017 07:30 AM - 04:00 PM	Event	850.00*

***15% non-profit discount has been applied to event day only.**
-Move out must be completed by 11:59 PM on Friday - May 5, 2017 to avoid additional charges. **Total:** **850.00***

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
5.5 MB Internet - Dynamic IP	TBD	TBD EA	50.00 EA/DAY	TBD
17.5 MB Internet - Dynamic IP	TBD	TBD EA	125.00 EA/DAY	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Podium	TBD	TBD EA	25.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
			Total:	**18.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Set Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Event Day				
Janitorial Attendant	Estimate 4 Hours	2.00 EA	21.00 HR	168.00
			Total:	**210.00**

Summary

Facility Rental Total	$850.00
Estimated Equipment, Reimbursable Personnel and Services Total	$228.00
Grand Total:	**$1,078.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	04/14/2017	$1,078.00
	Total:	**$1,078.00**
	Payment Total:	**$1,078.00**

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-112-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Leap of Faith Adventures, Inc dba JK Dots** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

April 24 - 25, 2017; May 1 - 3, 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:

Parking Space in Lot G

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

PARKING SPACE RENTAL

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$40.00

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.

Leap of Faith Adventures, Inc dba JK Dots
935 Poinsettia Avenue, Ste 204
Vista, CA 92081

By_____ Date:_____

Title: Karen Gary, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____ Date:_____

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: R-112-17
DATED: May 11, 2017
WITH: Leap of Faith Adventures, Inc dba JK Dots
PHONE: (760) 801-2302

EXHIBIT "A"

DATE(S) OF EVENT: April 24 - 25, 2017; May 1 - 3, 2017

LOCATION(S):
Parking (storage) space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception**: The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:
04/20/2017 ..... $40.00

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-113-17**
DATE **May 19, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Pacific Symphony** 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 3 - 5, 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:

Pacific Symphony - Symphonic Springsteen

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$54,987.25

5. Please see Exhibits “A” “B” “C” and “F” 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 are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Pacific Symphony
17620 Fitch Avenue, Suite 100
Irvine, CA 92614

By_____Date:_____

Title: John Forsyte, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Pacific Symphony
Contact Person: John Forsyte
Event Dates: 07/04/2017

Contract No: R-113-17
Phone: (714) 755-5788
Hours: **Picnic:** 6:00 PM - 8:00 PM
Doors: 6:00 PM
Event: 8:00 PM - 10:00 PM

Admission Price: TBD
Vehicle Parking Fee: $8.00 General Parking *(See Summary)*
Projected Attendance: TBD

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Monday			
Pacific Amphitheatre	07/03/2017 08:00 AM - 08:00 PM	Move In	Waived: $4,425.00
Plaza Pacifica	07/03/2017 08:00 AM - 08:00 PM	Move In	Waived: $750.00
Tuesday			
Pacific Amphitheatre	07/04/2017 06:00 PM - 10:00 PM	Event	Waived: $8,850.00
Plaza Pacifica	07/04/2017 06:00 PM - 08:00 PM	Event	Waived: $1,450.00
Wednesday			
Pacific Amphitheatre	07/05/2017 06:00 AM - 11:59 PM	Move Out	Waived: $4,425.00
Plaza Pacifica	07/05/2017 06:00 AM - 11:59 PM	Move Out	Waived: $750.00

-Move out must be completed by 11:59 PM on Wednesday - July 5, 2017 to avoid additional charges.

Waived Facility Total: $20,600.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet - Dynamic IP	07/04/2017	1.00 EA	125.00 EA/DAY	125.00
Barricade *(Plastic)*	Estimate 90	90.00 EA	15.00 EA	1,350.00
Chair *(Individual)*	Estimate 1,000	1,000.00 EA	2.50 EA	2,500.00
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Marquee Board *(7 Consecutive Days)*	06/28/2017 - 07/04/2017	1.00 WK	Included	Included
Picnic Table	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	07/04/2017	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Wireless Internet Router	07/04/2017	1.00 EA	75.00 EVT	75.00
			Total:	**8,235.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Admissions				
Admissions Office Lead	07/04/2017 03:00 PM - 11:00 PM	1.00 EA	45.00 HR*	360.00
Money Room Attendant	07/04/2017 03:00 PM - 11:00 PM	1.00 EA	35.25 HR*	282.00
Ticket Seller Lead	07/04/2017 03:00 PM - 09:00 PM	1.00 EA	45.00 HR*	270.00
Ticket Seller	07/04/2017 03:00 PM - 09:00 PM	6.00 EA	31.50 HR*	1,134.00
Ticket Taker Lead	07/04/2017 05:00 PM - 09:30 PM	1.00 EA	45.00 HR*	202.50
Ticket Taker	07/04/2017 05:00 PM - 09:30 PM	12.00 EA	31.50 HR*	1,701.00
Ticket Taker *(Plaza Pacifica)*	TBD	TBD EA	31.50 HR*	TBD

**Admission staff requirements are subject to change at the discretion of the OCFEC Admissions department.*

Event Operations

Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 30 Hours	30.00 HR	21.00 HR	630.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 5 Hours	5.00 HR	52.50 HR	262.50
Event Day	**Picnic: 6:00 PM - 8:00 PM / Doors: 6:00 PM / Event: 8:00 PM - 10:00 PM**			
Grounds Attendant Lead	07/04/2017 05:00 PM - 11:00 PM	1.00 EA	45.00 HR*	270.00
Grounds Attendant *(Picnic)*	07/04/2017 04:30 PM - 08:30 PM	2.00 EA	31.50 HR*	252.00
Grounds Attendant	07/04/2017 05:00 PM - 11:00 PM	4.00 EA	31.50 HR*	756.00
Janitorial Attendant Lead	07/04/2017 05:00 PM - 11:00 PM	1.00 EA	45.00 HR*	270.00
Janitorial Attendant *(Picnic)*	07/04/2017 04:30 PM - 08:30 PM	5.00 EA	31.50 HR*	630.00

EXHIBIT A

Event Information

Janitorial Attendant	07/04/2017 05:00 PM - 11:00 PM	10.00	EA	31.50 HR*	1,890.00
Electrician	07/04/2017 05:00 PM - 11:00 PM	1.00	EA	78.75 HR*	472.50
Clean Up					
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00 HR	300.00
Grounds Attendant	Estimate 30 Hours	30.00	HR	21.00 HR	630.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	21.00 HR	420.00
Electrician	Estimate 5 Hours	5.00	HR	52.50 HR	262.50
Event Sales & Services					
Event Coordinator	07/04/2017 05:00 PM - 11:00 PM	1.00	EA	63.75 HR*	382.50
Parking					
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00 HR	480.00
Parking Attendant	Estimate 32 Hours	32.00	HR	21.00 HR	672.00
Safety & Security					
Security Attendant - Overnight	07/03/2017 08:00 PM - 07/04/2017 08:00 AM	1.00	EA	21.00 HR	252.00
	Picnic: 6:00 PM - 8:00 PM / Doors: 6:00 PM / Event: 8:00 PM - 10:00 PM				
Security Attendant Lead *(Picnic)*	07/04/2017 05:00 PM - 11:00 PM	1.00	EA	45.00 HR*	270.00
Security Attendant Lead	07/04/2017 05:00 PM - 11:00 PM	3.00	EA	45.00 HR*	810.00
Security Attendant	07/04/2017 05:00 PM - 11:00 PM	22.00	EA	31.50 HR*	4,158.00
Security Attendant *(Picnic)*	07/04/2017 04:30 PM - 08:30 PM	4.00	EA	31.50 HR*	504.00

**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Ushers					
Usher Attendant Lead	07/04/2017 05:00 PM - 11:00 PM	4.00	EA	45.00 HR*	1,080.00
Usher Attendant	07/04/2017 05:00 PM - 11:00 PM	23.00	EA	31.50 HR*	4,347.00

**Usher staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Technology					
Technology Attendant	Estimate 5 Hours	5.00	HR	63.75 HR*	318.75
Outside Services					
Emergency Medical Services	07/04/2017 05:30 PM - 11:00 PM	4.00	EA	33.00 HR*	726.00
Local 504 Union Costs	Paid Directly to Union	TBD	EA	TBD EVT	TBD
Orange County Sheriff Services	Estimate Only	1.00	EA	10,000.00 EVT	10,000.00
Rigging Setup & Teardown	Estimate Only	1.00	EA	1,000.00 EVT	1,000.00
Sound Engineer	07/03/2017 - 07/04/2017	1.00	EA	750.00 EA/DAY	1,500.00
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	3.00	HR	263.00 HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00 EVT	4,000.00

***2017 State Holiday Rates** **Total: 42,752.25**

Summary

OCFEC Waived Facility Rental:

Facility Rental Total		$20,600.00
	Waived Total:	**$20,600.00**
Estimated Equipment, Reimbursable Personnel and Services Total		$50,987.25
Refundable Deposit		$4,000.00
	Grand Total:	**$54,987.25**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	05/04/2017	$27,493.25
Second Payment	06/05/2017	$27,493.00
	Total:	**$54,987.25**
	Payment Total:	**$54,987.25**

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

EXHIBIT A

Event Information

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.

Summary

- This rental agreement is between the Pacific Symphony, a California not-for-profit corporation ("Symphony") and the 32nd District Agricultural Association, a California state agency, dba the OC Fair & Event Center ("District").
- Symphony will rent the Pacific Amphitheatre and specific surrounding areas defined in Exhibit A of this rental agreement at no cost for the performance of concert events, including move-in, rehearsals and load-out.
- District will not charge Symphony fees for Symphony's recordings or photographs at events.
- District may at its sole and absolute discretion provide rent of the Pacific Amphitheatre from time to time at no charge to Symphony for education programs or training.
- Symphony will rent the Pacific Amphitheatre from District at no cost on July 4th of each year of this agreement and up to three (3) other reasonably evenly spaced weekends or weekday dates (subject to availability) during each summer season, excluding the annual OC Fair dates and excluding the "blackout" period between July 5 and the last day of the annual OC Fair.
- Guest tickets for pre-fair concerts will include fair admission.
- The first year of this agreement includes the following performance dates. Dates for subsequent years of the agreement will be determined on an annual basis at the sole discretion of District according to venue availability.
    - Tuesday, July 4, 2017
    - Saturday, August 19, 2017
    - Saturday, September 9, 2017
    - Wednesday, July 12, 2017 – co-produced concert
- The number of Symphony concerts produced will be mutually agreed upon by Symphony and District, and the final schedule will be published no later than January 31 of each year of the agreement.
- Each concert will include one (1) full day for move-in, one (1) full day for rehearsal, one (1) full day for performance of each concert date, and a mutually agreed upon time for tear-down.
- Concerts during option years will be scheduled 12 months prior to the beginning of a summer season (June 15-July4) and confirmed in writing by District no later than 9 months before the first concert.

Co-Produced Concert

- The parties will attempt each year of the agreement to co-produce a concert prior to the opening of the annual OC Fair pending availability.
- Symphony will provide an orchestra and conductor for the concert at no cost to the District with the number of musicians required in accordance with the needs of the concert.
- Symphony will advertise the concert as part of its subscription season, and retain all subscription and Symphony acquired sponsor revenue associated with the concert. Symphony acquired sponsorship agreements must not interfere with District sponsor contracts and must be pre-approved by District prior to any final agreement.
- Parties will mutually agree on a defined number of subscribers for the co-produced concert by May 1 of each year with the number of subscribers to be reviewed annually.
- District will maintain full control over the Pacific Amphitheatre during the co-produced concert, including but not limited to the right to assign tickets to contracted VIP guests in accordance with its Sponsor contracts.
- For tickets sold through the Pacific Symphony subscription sales, Symphony will provide bar codes to Ticketmaster so tickets can be scanned on District owned ticket scanners.
- District will retain all revenue generated through non-subscription ticket sales, parking and concessions for the co-produced event.
- District and Symphony will review parameters and agreements for the co-produced event on an annual basis by no later than January 1 of each year, and make adjustments as necessary.

Term and Termination

- The initial term of this agreement will be for a one (1) year period, commencing on June 15, 2017 and ending on September 10, 2017.
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- Either party will have the ability to terminate this rental agreement in its sole discretion upon nine (9) months written notice to the other party.

Picnicking

EXHIBIT A

Event Information

- Beginning two (2) hours prior to each Symphony-produced concert (excluding any co-produced concerts), District will provide designated areas on District property, outside of the Pacific Amphitheatre for patron picnicking. The location of picnicking is subject to change depending on other events/activities booked at the OC Fair & Event Center at the same time.
- Symphony subscribers will be offered early access of 15 minutes and first right to designated picnic space through an entrance near the District administration building.
- A subscriber is defined as a package buyer who buys multiple Symphony summer concerts (generally 3 or more performances).
- District will provide, at no cost to Symphony and at its sole and absolute discretion, picnic tables as available in the designated picnic area
- District will permit Symphony to set-up sound and simple staging for community ensembles to perform during the pre-concert activities.
- Community ensemble performance locations must be pre-approved by District. Symphony will be responsible for all staging and production costs of such performances which must comply with District mandated sound ordinances outlined in this rental agreement.

Personnel

- All costs and charges estimated in Exhibit A of this agreement, including charges for security and OC Sheriffs, ticket sellers and takers, grounds attendants and janitorial, electrician, event coordinator, technology attendant, EMT services, venue cleaning and sound monitoring services will be paid for by Symphony at the District's current published rates for each year of the agreement.
- Symphony will be responsible for all production and production management costs associated with Symphony-produced concerts.
- District will provide parking sellers, parking attendants and traffic control personnel starting ninety (90) minutes prior to gates opening at no cost to Symphony.

Parking

- District will provide at no charge to Symphony an agreed-upon number of parking spaces in close proximity to the Pacific Amphitheatre stage entrance for musicians, conductors, guest artists and administrative staff. District will issue parking hang tags for musicians, conductors, guest artists and administrative staff.
- Symphony will pay District $4 for each parking space occupied by a Symphony subscriber. District will provide Symphony with subscriber parking passes which will be mailed with the subscriber packet by Symphony.
- VIP guests of the Symphony will be instructed to enter through Gate 4 and check-in. Symphony will provide District with a list of Symphony VIP guests prior to gates opening for each performance, and Symphony will provide a Concierge to assist VIP guests at Gate 4.
- Symphony will reimburse District for all VIP parking spaces used at a rate of $8 per vehicle or the current year-round parking fee at the time of the concert.
- Parking charges for other concert attendees will not exceed $8 per vehicle or the current year-round parking fee at the time of the concert.
- Subject to District's prior written approval, Symphony may arrange for valet parking service at Symphony's expense, and vehicles will be charged $8 or the current year-round parking fee when entering the gates.

Sponsorships

- Subject to prior approval from District, which may be granted or withheld in District's sole and absolute discretion, Symphony may secure sponsorships for concerts in approved categories as long as such sponsorship arrangements do not interfere with current or future year-round contracts between District and its sponsors.
- Symphony vehicle sponsorship displays must be disassembled immediately after the last Symphony concert and before Opening Day of the annual OC Fair, and may not be reassembled until after the conclusion of the annual OC Fair.
- Product sampling type and locations must have prior written approval from District and must comply with District rules and regulations.

EXHIBIT A

Event Information

- District retains the right to display sponsor signage in connection with its summer concert series at the Pacific Amphitheatre during Symphony concerts.

Backstage Offices and Facilities

- District will provide the use of existing production office facilities and on-stage dressing rooms and accommodations for Symphony performers.
- Any special accommodations requested by Symphony will be evaluated by District and may result in additional costs to Symphony.
- Backstage catering will be selected and paid for by Symphony. Symphony agrees that it will first negotiate with Spectra, but is not bound to utilize Spectra for catering services.
- Symphony agrees that there is no on-site storage available for its use at the Pacific Amphitheatre or the OC Fair & Event Center.

Fireworks

- The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during concerts. Symphony will be responsible for applying for and obtaining permits.
- All related expenses will be paid for by Symphony.
- Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by District.
- Permits must be submitted to District as a condition to final approval. District may decide in its sole and absolute discretion to refuse to permit the use of fireworks at any Symphony concert.

Production

- Symphony may use its own sound vendor, Solotech, for all concerts with prior approval from District. The use of Symphony vendor cannot impede the District's ability to books its own performances. Load-in and load-out for both Symphony and District the District to lose potential performance dates each year.
- In working with its sound vendor, Symphony may not interfere with District lighting, sound or video contractors.
- Symphony will pay for all production related services (video, lighting, sound, production management, etc.), whether from District contractors or those selected by Symphony for all Symphony produced concerts.
- Any additional production equipment or upgraded equipment requested by Symphony for either Symphony produced concerts or co-produced concerts will be paid for by Symphony.
- District will pay the cost of production services for the 2017 co-produced concert and Symphony agrees to use District's lighting, sound and video contractors. District payment for production services for co-produced concerts will be reviewed and negotiated for subsequent years of this agreement.
- Symphony shall negotiate in good faith directly with IATSE Local 504 for labor rates and payment provisions as applicable. Symphony may use its own stage management team for any or all Symphony concerts, provided one District staff member or District designated contractor shall be on-site for each concert at Symphony's expense. District staff member or District designated contractor will have a lead role over Symphony stage management team.
- Symphony agrees to comply with all mandated sound ordinances as detailed in attached Exhibit F.

Marketing, Advertising and Signage

- District will release a press release that Symphony will rent the Pacific Amphitheatre for its concert series.
- During the customary promotional window, District will include appropriate references to Symphony and its concert dates in its calendar listings, emails, eblasts and other electronic marketing and advertising materials, provided, however, the foregoing shall not apply to broadcast media advertising paid by District for the annual OC Fair, or to the extent prohibited by District sponsor contracts.
- Symphony will promote the District summer concert series in reciprocal amount in subscriber packets and provide additional cross promotion of the annual OC Fair in other Symphony materials. District will provide artwork for cross promotional materials.
- District will provide at least two (2) banners ads in scheduled eblasts prior to the start of the Symphony concert season. Symphony will be responsible for providing artwork which must be approved by District In addition, District will provide one eblast banner listing per concert to Symphony.
- District, in its sole and absolute discretion, may include Symphony approved signage and images on Pacific Amphitheatre's main electronic marquee as well as electronic corner reader boards at times and for durations agreed upon by Symphony and District.
- District will provide, at no cost to Symphony, a dedicated promotional space and agreed upon signage during the annual OC Fair to be staffed by Symphony for the purpose of providing information for the summer concert series and about the Symphony's artistic and educational programming.

EXHIBIT A

Event Information

- Space must be fully staffed by Symphony during all mutually agreed upon days and hours.
- Symphony agrees to follow all requirements related to Symphony's space during the annual OC Fair listed in the District's Commercial & Concessions Handbook.

Spaces for Information and Merchandise Sales

- District will provide reasonable physical enclosed spaces for a secure Box Office, Information Booths, Tickets Sales and Collections, Merchandise and Food Sales, and distribution of educational promotional materials during Symphony concerts.
- Symphony will be responsible for all costs of providing materials, staff and volunteers necessary to staff these locations.
- Tents, chairs, tables and other equipment necessary for such spaces will be covered by Symphony.

Ticket Sales

- Symphony may sell and distribute concert tickets to its sponsors, donors and season ticket holders, and sell single concert tickets through the Tessitura System and grant Ticketmaster a consignment right to sell other concert tickets, provided the mechanics of such sales systems operate within the existing District Box Office facilities.
- Symphony agrees to pay any resulting costs associated with Ticketmaster to support Symphony sales through Tessitura.

Catering

- Subject to Spectra's prior written approval on a year-to-year basis, Symphony may allow patrons to bring in their own food and non-alcoholic beverages (with the exception of wine) to Symphony-produced concerts, or purchase food and non-alcoholic beverages from Symphony designated vendors, restaurants or caterers.
- Symphony may provide at its sole cost food and non-alcoholic beverages with or without wait service to VIP boxes.
- For the 2017 season, Symphony will pay a wine only buy-out based on $2 for 80% of tickets sold for each concert as a corkage fee.
- All patrons bringing beverages into the seating area must do so in a plastic or soft-sided container. Any glass bottles must be decanted prior to entering the seating area.
- Spectra will provide for sale to patrons a souvenir plastic decanter or patrons may bring their own. No glass of any kind, including bottles and wine glasses, will be permitted into the Pacific Amphitheatre seating area.
- Spectra will maintain its liquor license for the sale of wine, beer and alcohol.

FORM F-31

AGREEMENT NO. **R-114-17**
DATE **May 19, 2017**
FAIRTIME
INTERIM **XX**

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Pacific Symphony** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

August 18 - 20, 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:

Pacific Symphony - Jurassic Park

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$47,958.50

5. Please see Exhibits “A” “B” “C” and “F” 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 are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Pacific Symphony
17620 Fitch Avenue, Suite 100
Irvine, CA 92614

By_____Date:_____

Title: John Forsyte, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Pacific Symphony
Contact Person: John Forsyte
Event Dates: 08/19/2017

Contract No: R-114-17
Phone: (714) 755-5788
Hours: **Picnic:** 6:00 PM - 8:00 PM
Doors: 6:00 PM
Event: 8:00 PM - 10:00 PM

Admission Price: TBD
Vehicle Parking Fee: $8.00 General Parking *(See Summary)*

Projected Attendance: 5,000-8,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Pacific Amphitheatre	08/18/2017 08:00 AM - 08:00 PM	Move In	Waived: $4,425.00
Plaza Pacifica	08/18/2017 08:00 AM - 08:00 PM	Move In	Waived: $750.00
Saturday			
Pacific Amphitheatre	08/19/2017 06:00 PM - 10:00 PM	Event	Waived: $8,850.00
Plaza Pacifica	08/19/2017 06:00 PM - 08:00 PM	Event	Waived: $1,450.00
Sunday			
Pacific Amphitheatre	08/20/2017 06:00 AM - 11:59 PM	Move Out	Waived: $4,425.00
Plaza Pacifica	08/20/2017 06:00 AM - 11:59 PM	Move Out	Waived: $750.00

-Move out must be completed by 11:59 PM on Sunday - August 20, 2017 to avoid additional charges.

Waived Facility Total: $20,600.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet - Dynamic IP	08/19/2017	1.00 EA	125.00 EA/DAY	125.00
Barricade *(Plastic)*	Estimate 90	90.00 EA	15.00 EA	1,350.00
Chair *(Individual)*	Estimate 1,000	1,000.00 EA	2.50 EA	2,500.00
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Marquee Board *(7 Consecutive Days)*	08/13/2017 - 08/19/2017	1.00 WK	Included	Included
Portable Electronic Message Board	08/19/2017	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Wireless Internet Router	08/19/2017	1.00 EA	75.00 EVT	75.00

Total: 8,235.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Admissions				
Admissions Office Lead	08/19/2017 03:00 PM - 11:00 PM	1.00 EA	30.00 HR	240.00
Money Room Attendant	08/19/2017 03:00 PM - 11:00 PM	1.00 EA	23.50 HR	188.00
Ticket Seller Lead	08/19/2017 03:00 PM - 09:00 PM	1.00 EA	30.00 HR	180.00
Ticket Seller	08/19/2017 03:00 PM - 09:00 PM	6.00 EA	21.00 HR	756.00
Ticket Taker Lead	08/19/2017 05:00 PM - 09:30 PM	1.00 EA	30.00 HR	135.00
Ticket Taker	08/19/2017 05:00 PM - 09:30 PM	12.00 EA	21.00 HR	1,134.00
Ticket Taker *(Plaza Pacifica)*	TBD	TBD EA	21.00 HR	TBD

**Admission staff requirements are subject to change at the discretion of the OCFEC Admissions department.*

Event Operations

Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 30 Hours	30.00 HR	21.00 HR	630.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 5 Hours	5.00 HR	52.50 HR	262.50
Event Day	**Picnic: 6:00 PM - 8:00 PM / Doors: 6:00 PM / Event: 8:00 PM - 10:00 PM**			
Grounds Attendant Lead	08/19/2017 05:00 PM - 11:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant *(Picnic)*	08/19/2017 04:30 PM - 08:30 PM	2.00 EA	21.00 HR	168.00
Grounds Attendant	08/19/2017 05:00 PM - 11:00 PM	4.00 EA	21.00 HR	504.00
Janitorial Attendant Lead	08/19/2017 05:00 PM - 11:00 PM	1.00 EA	30.00 HR	180.00
Janitorial Attendant *(Picnic)*	08/19/2017 04:30 PM - 08:30 PM	5.00 EA	21.00 HR	420.00
Janitorial Attendant	08/19/2017 05:00 PM - 11:00 PM	10.00 EA	21.00 HR	1,260.00
Electrician	08/19/2017 05:00 PM - 11:00 PM	1.00 EA	52.50 HR	315.00

EXHIBIT A

Event Information

Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 30 Hours	30.00	HR	21.00	HR	630.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	21.00	HR	420.00
Electrician	Estimate 5 Hours	5.00	HR	52.50	HR	262.50
Event Sales & Services						
Event Coordinator	08/19/2017 05:00 PM - 11:00 PM	1.00	EA	42.50	HR	255.00
Parking						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Parking Attendant	Estimate 32 Hours	32.00	HR	21.00	HR	672.00
Safety & Security						
Security Attendant - Overnight	08/18/2017 08:00 PM - 08/19/2017 08:00 AM	1.00	EA	21.00	HR	252.00
	Picnic: 6:00 PM - 8:00 PM / Doors: 6:00 PM / Event: 8:00 PM - 10:00 PM					
Security Attendant Lead *(Picnic)*	08/19/2017 05:00 PM - 11:00 PM	1.00	EA	30.00	HR	180.00
Security Attendant Lead	08/19/2017 05:00 PM - 11:00 PM	3.00	EA	30.00	HR	540.00
Security Attendant	08/19/2017 05:00 PM - 11:00 PM	22.00	EA	21.00	HR	2,772.00
Security Attendant *(Picnic)*	08/19/2017 04:30 PM - 08:30 PM	4.00	EA	21.00	HR	336.00

**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Ushers						
Usher Attendant Lead	08/19/2017 05:00 PM - 11:00 PM	4.00	EA	30.00	HR	720.00
Usher Attendant	08/19/2017 05:00 PM - 11:00 PM	23.00	EA	21.00	HR	2,898.00

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Technology						
Technology Attendant	Estimate 5 Hours	5.00	HR	42.50	HR	212.50
Outside Services						
Emergency Medical Services	08/19/2017 05:30 PM - 11:00 PM	4.00	EA	22.00	HR	484.00
Local 504 Union Costs	Paid Directly to Union	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	Estimate Only	1.00	EA	10,000.00	EVT	10,000.00
Rigging Setup & Teardown	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Sound Engineer	08/18/2017 - 08/19/2017	1.00	EA	750.00	EA/DAY	1,500.00
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
				Total:		**35,723.50**

Summary

OCFEC Waived Facility Rental:		
Facility Rental Total		$20,600.00
	Waived Total:	**$20,600.00**
Estimated Equipment, Reimbursable Personnel and Services Total		$43,958.50
Refundable Deposit		$4,000.00
	Grand Total:	**$47,958.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
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Picnicking

EXHIBIT A

Event Information

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- Community ensemble performance locations must be pre-approved by District. Symphony will be responsible for all staging and production costs of such performances which must comply with District mandated sound ordinances outlined in this rental agreement.

Personnel

- All costs and charges estimated in Exhibit A of this agreement, including charges for security and OC Sheriffs, ticket sellers and takers, grounds attendants and janitorial, electrician, event coordinator, technology attendant, EMT services, venue cleaning and sound monitoring services will be paid for by Symphony at the District's current published rates for each year of the agreement.
- Symphony will be responsible for all production and production management costs associated with Symphony-produced concerts.
- District will provide parking sellers, parking attendants and traffic control personnel starting ninety (90) minutes prior to gates opening at no cost to Symphony.

Parking

- District will provide at no charge to Symphony an agreed-upon number of parking spaces in close proximity to the Pacific Amphitheatre stage entrance for musicians, conductors, guest artists and administrative staff. District will issue parking hang tags for musicians, conductors, guest artists and administrative staff.
- Symphony will pay District $4 for each parking space occupied by a Symphony subscriber. District will provide Symphony with subscriber parking passes which will be mailed with the subscriber packet by Symphony.
- VIP guests of the Symphony will be instructed to enter through Gate 4 and check-in. Symphony will provide District with a list of Symphony VIP guests prior to gates opening for each performance, and Symphony will provide a Concierge to assist VIP guests at Gate 4.
- Symphony will reimburse District for all VIP parking spaces used at a rate of $8 per vehicle or the current year-round parking fee at the time of the concert.
- Parking charges for other concert attendees will not exceed $8 per vehicle or the current year-round parking fee at the time of the concert.
- Subject to District's prior written approval, Symphony may arrange for valet parking service at Symphony's expense, and vehicles will be charged $8 or the current year-round parking fee when entering the gates.

Sponsorships

- Subject to prior approval from District, which may be granted or withheld in District's sole and absolute discretion, Symphony may secure sponsorships for concerts in approved categories as long as such sponsorship arrangements do not interfere with current or future year-round contracts between District and its sponsors.
- Symphony vehicle sponsorship displays must be disassembled immediately after the last Symphony concert and before Opening Day of the annual OC Fair, and may not be reassembled until after the conclusion of the annual OC Fair.
- Product sampling type and locations must have prior written approval from District and must comply with District rules and regulations.

EXHIBIT A

Event Information

- District retains the right to display sponsor signage in connection with its summer concert series at the Pacific Amphitheatre during Symphony concerts.

Backstage Offices and Facilities

- District will provide the use of existing production office facilities and on-stage dressing rooms and accommodations for Symphony performers.
- Any special accommodations requested by Symphony will be evaluated by District and may result in additional costs to Symphony.
- Backstage catering will be selected and paid for by Symphony. Symphony agrees that it will first negotiate with Spectra, but is not bound to utilize Spectra for catering services.
- Symphony agrees that there is no on-site storage available for its use at the Pacific Amphitheatre or the OC Fair & Event Center.

Fireworks

- The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during concerts. Symphony will be responsible for applying for and obtaining permits.
- All related expenses will be paid for by Symphony.
- Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by District.
- Permits must be submitted to District as a condition to final approval. District may decide in its sole and absolute discretion to refuse to permit the use of fireworks at any Symphony concert.

Production

- Symphony may use its own sound vendor, Solotech, for all concerts with prior approval from District. The use of Symphony vendor cannot impede the District's ability to books its own performances. Load-in and load-out for both Symphony and District the District to lose potential performance dates each year.
- In working with its sound vendor, Symphony may not interfere with District lighting, sound or video contractors.
- Symphony will pay for all production related services (video, lighting, sound, production management, etc.), whether from District contractors or those selected by Symphony for all Symphony produced concerts.
- Any additional production equipment or upgraded equipment requested by Symphony for either Symphony produced concerts or co-produced concerts will be paid for by Symphony.
- District will pay the cost of production services for the 2017 co-produced concert and Symphony agrees to use District's lighting, sound and video contractors. District payment for production services for co-produced concerts will be reviewed and negotiated for subsequent years of this agreement.
- Symphony shall negotiate in good faith directly with IATSE Local 504 for labor rates and payment provisions as applicable. Symphony may use its own stage management team for any or all Symphony concerts, provided one District staff member or District designated contractor shall be on-site for each concert at Symphony's expense. District staff member or District designated contractor will have a lead role over Symphony stage management team.
- Symphony agrees to comply with all mandated sound ordinances as detailed in attached Exhibit F.

Marketing, Advertising and Signage

- District will release a press release that Symphony will rent the Pacific Amphitheatre for its concert series.
- During the customary promotional window, District will include appropriate references to Symphony and its concert dates in its calendar listings, emails, eblasts and other electronic marketing and advertising materials, provided, however, the foregoing shall not apply to broadcast media advertising paid by District for the annual OC Fair, or to the extent prohibited by District sponsor contracts.
- Symphony will promote the District summer concert series in reciprocal amount in subscriber packets and provide additional cross promotion of the annual OC Fair in other Symphony materials. District will provide artwork for cross promotional materials.
- District will provide at least two (2) banners ads in scheduled eblasts prior to the start of the Symphony concert season. Symphony will be responsible for providing artwork which must be approved by District In addition, District will provide one eblast banner listing per concert to Symphony.
- District, in its sole and absolute discretion, may include Symphony approved signage and images on Pacific Amphitheatre's main electronic marquee as well as electronic corner reader boards at times and for durations agreed upon by Symphony and District.
- District will provide, at no cost to Symphony, a dedicated promotional space and agreed upon signage during the annual OC Fair to be staffed by Symphony for the purpose of providing information for the summer concert series and about the Symphony's artistic and educational programming.

EXHIBIT A

Event Information

- Space must be fully staffed by Symphony during all mutually agreed upon days and hours.
- Symphony agrees to follow all requirements related to Symphony's space during the annual OC Fair listed in the District's Commercial & Concessions Handbook.

Spaces for Information and Merchandise Sales

- District will provide reasonable physical enclosed spaces for a secure Box Office, Information Booths, Tickets Sales and Collections, Merchandise and Food Sales, and distribution of educational promotional materials during Symphony concerts.
- Symphony will be responsible for all costs of providing materials, staff and volunteers necessary to staff these locations.
- Tents, chairs, tables and other equipment necessary for such spaces will be covered by Symphony.

Ticket Sales

- Symphony may sell and distribute concert tickets to its sponsors, donors and season ticket holders, and sell single concert tickets through the Tessitura System and grant Ticketmaster a consignment right to sell other concert tickets, provided the mechanics of such sales systems operate within the existing District Box Office facilities.
- Symphony agrees to pay any resulting costs associated with Ticketmaster to support Symphony sales through Tessitura.

Catering

- Subject to Spectra's prior written approval on a year-to-year basis, Symphony may allow patrons to bring in their own food and non-alcoholic beverages (with the exception of wine) to Symphony-produced concerts, or purchase food and non-alcoholic beverages from Symphony designated vendors, restaurants or caterers.
- Symphony may provide at its sole cost food and non-alcoholic beverages with or without wait service to VIP boxes.
- For the 2017 season, Symphony will pay a wine only buy-out based on $2 for 80% of tickets sold for each concert as a corkage fee.
- All patrons bringing beverages into the seating area must do so in a plastic or soft-sided container. Any glass bottles must be decanted prior to entering the seating area.
- Spectra will provide for sale to patrons a souvenir plastic decanter or patrons may bring their own. No glass of any kind, including bottles and wine glasses, will be permitted into the Pacific Amphitheatre seating area.
- Spectra will maintain its liquor license for the sale of wine, beer and alcohol.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-115-17**
DATE **May 19, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Pacific Symphony** 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 8 - 10, 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:

Pacific Symphony - Tchaikovsky Spectacular

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$47,958.50

5. Please see Exhibits “A” “B” “C” and “F” 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 are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Pacific Symphony
17620 Fitch Avenue, Suite 100
Irvine, CA 92614

By_____Date:_____

Title: John Forsyte, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Pacific Symphony
Contact Person: John Forsyte
Event Dates: 09/09/2017

Contract No: R-xxx-17
Phone: (714) 755-5788
Hours: **Picnic:** 6:00 PM - 8:00 PM
Doors: 6:00 PM
Event: 8:00 PM - 10:00 PM

Admission Price: TBD
Vehicle Parking Fee: $8.00 General Parking *(See Summary)*
Projected Attendance: TBD

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Pacific Amphitheatre	09/08/2017 08:00 AM - 08:00 PM	Move In	Waived: $4,425.00
Plaza Pacifica	09/08/2017 08:00 AM - 08:00 PM	Move In	Waived: $750.00
Saturday			
Pacific Amphitheatre	09/09/2017 06:00 PM - 10:00 PM	Event	Waived: $8,850.00
Plaza Pacifica	09/09/2017 06:00 PM - 08:00 PM	Event	Waived: $1,450.00
Sunday			
Pacific Amphitheatre	09/10/2017 06:00 AM - 11:59 PM	Move Out	Waived: $4,425.00
Plaza Pacifica	09/10/2017 06:00 AM - 11:59 PM	Move Out	Waived: $750.00

-Move out must be completed by 11:59 PM on Sunday - September 10, 2017 to avoid additional charges.

Waived Facility Total: $20,600.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet - Dynamic IP	09/09/2017	1.00 EA	125.00 EA/DAY	125.00
Barricade *(Plastic)*	Estimate 90	90.00 EA	15.00 EA	1,350.00
Chair *(Individual)*	Estimate 1,000	1,000.00 EA	2.50 EA	2,500.00
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Marquee Board *(7 Consecutive Days)*	09/03/2017 - 09/09/2017	1.00 WK	Included	Included
Portable Electronic Message Board	09/09/2017	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Wireless Internet Router	09/09/2017	1.00 EA	75.00 EVT	75.00

Total: 8,235.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Admissions				
Admissions Office Lead	09/09/2017 03:00 PM - 11:00 PM	1.00 EA	30.00 HR	240.00
Money Room Attendant	09/09/2017 03:00 PM - 11:00 PM	1.00 EA	23.50 HR	188.00
Ticket Seller Lead	09/09/2017 03:00 PM - 09:00 PM	1.00 EA	30.00 HR	180.00
Ticket Seller	09/09/2017 03:00 PM - 09:00 PM	6.00 EA	21.00 HR	756.00
Ticket Taker Lead	09/09/2017 05:00 PM - 09:30 PM	1.00 EA	30.00 HR	135.00
Ticket Taker	09/09/2017 05:00 PM - 09:30 PM	12.00 EA	21.00 HR	1,134.00
Ticket Taker *(Plaza Pacifica)*	TBD	TBD EA	21.00 HR	TBD

**Admission staff requirements are subject to change at the discretion of the OCFEC Admissions department.*

Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 30 Hours	30.00 HR	21.00 HR	630.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 5 Hours	5.00 HR	52.50 HR	262.50
Event Day	**Picnic: 6:00 PM - 8:00 PM / Doors: 6:00 PM / Event: 8:00 PM - 10:00 PM**			
Grounds Attendant Lead	09/09/2017 05:00 PM - 11:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant *(Picnic)*	09/09/2017 04:30 PM - 08:30 PM	2.00 EA	21.00 HR	168.00
Grounds Attendant	09/09/2017 05:00 PM - 11:00 PM	4.00 EA	21.00 HR	504.00
Janitorial Attendant Lead	09/09/2017 05:00 PM - 11:00 PM	1.00 EA	30.00 HR	180.00
Janitorial Attendant *(Picnic)*	09/09/2017 04:30 PM - 08:30 PM	5.00 EA	21.00 HR	420.00
Janitorial Attendant	09/09/2017 05:00 PM - 11:00 PM	10.00 EA	21.00 HR	1,260.00

EXHIBIT A

Event Information

Electrician	09/09/2017 05:00 PM - 11:00 PM	1.00	EA	52.50	HR	315.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 30 Hours	30.00	HR	21.00	HR	630.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	21.00	HR	420.00
Electrician	Estimate 5 Hours	5.00	HR	52.50	HR	262.50
Event Sales & Services						
Event Coordinator	09/09/2017 05:00 PM - 11:00 PM	1.00	EA	42.50	HR	255.00
Parking						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Parking Attendant	Estimate 32 Hours	32.00	HR	21.00	HR	672.00
Safety & Security						
Security Attendant - Overnight	09/08/2017 08:00 PM - 09/09/2017 08:00 AM	1.00	EA	21.00	HR	252.00
	Picnic: 6:00 PM - 8:00 PM / Doors: 6:00 PM / Event: 8:00 PM - 10:00 PM					
Security Attendant Lead *(Picnic)*	09/09/2017 05:00 PM - 11:00 PM	1.00	EA	30.00	HR	180.00
Security Attendant Lead	09/09/2017 05:00 PM - 11:00 PM	3.00	EA	30.00	HR	540.00
Security Attendant	09/09/2017 05:00 PM - 11:00 PM	22.00	EA	21.00	HR	2,772.00
Security Attendant *(Picnic)*	09/09/2017 04:30 PM - 08:30 PM	4.00	EA	21.00	HR	336.00
**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*						
Ushers						
Usher Attendant Lead	09/09/2017 05:00 PM - 11:00 PM	4.00	EA	30.00	HR	720.00
Usher Attendant	09/09/2017 05:00 PM - 11:00 PM	23.00	EA	21.00	HR	2,898.00
**Usher staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*						
Technology						
Technology Attendant	Estimate 5 Hours	5.00	HR	42.50	HR	212.50
Outside Services						
Emergency Medical Services	09/09/2017 05:30 PM - 11:00 PM	4.00	EA	22.00	HR	484.00
Local 504 Union Costs	Paid Directly to Union	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	Estimate Only	1.00	EA	10,000.00	EVT	10,000.00
Rigging Setup & Teardown	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Sound Engineer	09/08/2017 - 09/09/2017	1.00	EA	750.00	EA/DAY	1,500.00
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
				Total:		**35,723.50**

Summary

OCFEC Waived Facility Rental:		
Facility Rental Total		$20,600.00
	Waived Total:	**$20,600.00**
Estimated Equipment, Reimbursable Personnel and Services Total		$43,958.50
Refundable Deposit		$4,000.00
	Grand Total:	**$47,958.50**

Payment Schedule

Payment Schedule	**Due Date**	**Amount**
First Payment	07/07/2017	$23,979.25
Second Payment	08/08/2017	$23,979.25
	Total:	**$47,958.50**
	Payment Total:	**$47,958.50**

Please Remit Payment in * Check Only*
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place

EXHIBIT A

Event Information

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.

Summary

- This rental agreement is between the Pacific Symphony, a California not-for-profit corporation ("Symphony") and the 32nd District Agricultural Association, a California state agency, dba the OC Fair & Event Center ("District").
- Symphony will rent the Pacific Amphitheatre and specific surrounding areas defined in Exhibit A of this rental agreement at no cost for the performance of concert events, including move-in, rehearsals and load-out.
- District will not charge Symphony fees for Symphony's recordings or photographs at events.
- District may at its sole and absolute discretion provide rent of the Pacific Amphitheatre from time to time at no charge to Symphony for education programs or training.
- Symphony will rent the Pacific Amphitheatre from District at no cost on July 4th of each year of this agreement and up to three (3) other reasonably evenly spaced weekends or weekday dates (subject to availability) during each summer season, excluding the annual OC Fair dates and excluding the "blackout" period between July 5 and the last day of the annual OC Fair.
- Guest tickets for pre-fair concerts will include fair admission.
- The first year of this agreement includes the following performance dates. Dates for subsequent years of the agreement will be determined on an annual basis at the sole discretion of District according to venue availability.
    - Tuesday, July 4, 2017
    - Saturday, August 19, 2017
    - Saturday, September 9, 2017
    - Wednesday, July 12, 2017 – co-produced concert
- The number of Symphony concerts produced will be mutually agreed upon by Symphony and District, and the final schedule will be published no later than January 31 of each year of the agreement.
- Each concert will include one (1) full day for move-in, one (1) full day for rehearsal, one (1) full day for performance of each concert date, and a mutually agreed upon time for tear-down.
- Concerts during option years will be scheduled 12 months prior to the beginning of a summer season (June 15-July4) and confirmed in writing by District no later than 9 months before the first concert.

Co-Produced Concert

- The parties will attempt each year of the agreement to co-produce a concert prior to the opening of the annual OC Fair pending availability.
- Symphony will provide an orchestra and conductor for the concert at no cost to the District with the number of musicians required in accordance with the needs of the concert.
- Symphony will advertise the concert as part of its subscription season, and retain all subscription and Symphony acquired sponsor revenue associated with the concert. Symphony acquired sponsorship agreements must not interfere with District sponsor contracts and must be pre-approved by District prior to any final agreement.
- Parties will mutually agree on a defined number of subscribers for the co-produced concert by May 1 of each year with the number of subscribers to be reviewed annually.
- District will maintain full control over the Pacific Amphitheatre during the co-produced concert, including but not limited to the right to assign tickets to contracted VIP guests in accordance with its Sponsor contracts.
- For tickets sold through the Pacific Symphony subscription sales, Symphony will provide bar codes to Ticketmaster so tickets can be scanned on District owned ticket scanners.
- District will retain all revenue generated through non-subscription ticket sales, parking and concessions for the co-produced event.
- District and Symphony will review parameters and agreements for the co-produced event on an annual basis by no later than January 1 of each year, and make adjustments as necessary.

Term and Termination

- The initial term of this agreement will be for a one (1) year period, commencing on June 15, 2017 and ending on September 10, 2017.
- The agreement will include four (4) one (1) year options to renew.
- Symphony is required to provide District with written notice of its intent to exercise the option no later than ninety (90) days before the end of the then-current term.
- Either party will have the ability to terminate this rental agreement in its sole discretion upon nine (9) months written notice to the other party.

Picnicking

EXHIBIT A

Event Information

- Beginning two (2) hours prior to each Symphony-produced concert (excluding any co-produced concerts), District will provide designated areas on District property, outside of the Pacific Amphitheatre for patron picnicking. The location of picnicking is subject to change depending on other events/activities booked at the OC Fair & Event Center at the same time.
- Symphony subscribers will be offered early access of 15 minutes and first right to designated picnic space through an entrance near the District administration building.
- A subscriber is defined as a package buyer who buys multiple Symphony summer concerts (generally 3 or more performances).
- District will provide, at no cost to Symphony and at its sole and absolute discretion, picnic tables as available in the designated picnic area
- District will permit Symphony to set-up sound and simple staging for community ensembles to perform during the pre-concert activities.
- Community ensemble performance locations must be pre-approved by District. Symphony will be responsible for all staging and production costs of such performances which must comply with District mandated sound ordinances outlined in this rental agreement.

Personnel

- All costs and charges estimated in Exhibit A of this agreement, including charges for security and OC Sheriffs, ticket sellers and takers, grounds attendants and janitorial, electrician, event coordinator, technology attendant, EMT services, venue cleaning and sound monitoring services will be paid for by Symphony at the District's current published rates for each year of the agreement.
- Symphony will be responsible for all production and production management costs associated with Symphony-produced concerts.
- District will provide parking sellers, parking attendants and traffic control personnel starting ninety (90) minutes prior to gates opening at no cost to Symphony.

Parking

- District will provide at no charge to Symphony an agreed-upon number of parking spaces in close proximity to the Pacific Amphitheatre stage entrance for musicians, conductors, guest artists and administrative staff. District will issue parking hang tags for musicians, conductors, guest artists and administrative staff.
- Symphony will pay District $4 for each parking space occupied by a Symphony subscriber. District will provide Symphony with subscriber parking passes which will be mailed with the subscriber packet by Symphony.
- VIP guests of the Symphony will be instructed to enter through Gate 4 and check-in. Symphony will provide District with a list of Symphony VIP guests prior to gates opening for each performance, and Symphony will provide a Concierge to assist VIP guests at Gate 4.
- Symphony will reimburse District for all VIP parking spaces used at a rate of $8 per vehicle or the current year-round parking fee at the time of the concert.
- Parking charges for other concert attendees will not exceed $8 per vehicle or the current year-round parking fee at the time of the concert.
- Subject to District's prior written approval, Symphony may arrange for valet parking service at Symphony's expense, and vehicles will be charged $8 or the current year-round parking fee when entering the gates.

Sponsorships

- Subject to prior approval from District, which may be granted or withheld in District's sole and absolute discretion, Symphony may secure sponsorships for concerts in approved categories as long as such sponsorship arrangements do not interfere with current or future year-round contracts between District and its sponsors.
- Symphony vehicle sponsorship displays must be disassembled immediately after the last Symphony concert and before Opening Day of the annual OC Fair, and may not be reassembled until after the conclusion of the annual OC Fair.
- Product sampling type and locations must have prior written approval from District and must comply with District rules and regulations.

EXHIBIT A

Event Information

- District retains the right to display sponsor signage in connection with its summer concert series at the Pacific Amphitheatre during Symphony concerts.

Backstage Offices and Facilities

- District will provide the use of existing production office facilities and on-stage dressing rooms and accommodations for Symphony performers.
- Any special accommodations requested by Symphony will be evaluated by District and may result in additional costs to Symphony.
- Backstage catering will be selected and paid for by Symphony. Symphony agrees that it will first negotiate with Spectra, but is not bound to utilize Spectra for catering services.
- Symphony agrees that there is no on-site storage available for its use at the Pacific Amphitheatre or the OC Fair & Event Center.

Fireworks

- The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during concerts. Symphony will be responsible for applying for and obtaining permits.
- All related expenses will be paid for by Symphony.
- Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by District.
- Permits must be submitted to District as a condition to final approval. District may decide in its sole and absolute discretion to refuse to permit the use of fireworks at any Symphony concert.

Production

- Symphony may use its own sound vendor, Solotech, for all concerts with prior approval from District. The use of Symphony vendor cannot impede the District's ability to books its own performances. Load-in and load-out for both Symphony and District the District to lose potential performance dates each year.
- In working with its sound vendor, Symphony may not interfere with District lighting, sound or video contractors.
- Symphony will pay for all production related services (video, lighting, sound, production management, etc.), whether from District contractors or those selected by Symphony for all Symphony produced concerts.
- Any additional production equipment or upgraded equipment requested by Symphony for either Symphony produced concerts or co-produced concerts will be paid for by Symphony.
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- Symphony shall negotiate in good faith directly with IATSE Local 504 for labor rates and payment provisions as applicable. Symphony may use its own stage management team for any or all Symphony concerts, provided one District staff member or District designated contractor shall be on-site for each concert at Symphony's expense. District staff member or District designated contractor will have a lead role over Symphony stage management team.
- Symphony agrees to comply with all mandated sound ordinances as detailed in attached Exhibit F.

Marketing, Advertising and Signage

- District will release a press release that Symphony will rent the Pacific Amphitheatre for its concert series.
- During the customary promotional window, District will include appropriate references to Symphony and its concert dates in its calendar listings, emails, eblasts and other electronic marketing and advertising materials, provided, however, the foregoing shall not apply to broadcast media advertising paid by District for the annual OC Fair, or to the extent prohibited by District sponsor contracts.
- Symphony will promote the District summer concert series in reciprocal amount in subscriber packets and provide additional cross promotion of the annual OC Fair in other Symphony materials. District will provide artwork for cross promotional materials.
- District will provide at least two (2) banners ads in scheduled eblasts prior to the start of the Symphony concert season. Symphony will be responsible for providing artwork which must be approved by District In addition, District will provide one eblast banner listing per concert to Symphony.
- District, in its sole and absolute discretion, may include Symphony approved signage and images on Pacific Amphitheatre's main electronic marquee as well as electronic corner reader boards at times and for durations agreed upon by Symphony and District.
- District will provide, at no cost to Symphony, a dedicated promotional space and agreed upon signage during the annual OC Fair to be staffed by Symphony for the purpose of providing information for the summer concert series and about the Symphony's artistic and educational programming.

EXHIBIT A

Event Information

- Space must be fully staffed by Symphony during all mutually agreed upon days and hours.
- Symphony agrees to follow all requirements related to Symphony's space during the annual OC Fair listed in the District's Commercial & Concessions Handbook.

Spaces for Information and Merchandise Sales

- District will provide reasonable physical enclosed spaces for a secure Box Office, Information Booths, Tickets Sales and Collections, Merchandise and Food Sales, and distribution of educational promotional materials during Symphony concerts.
- Symphony will be responsible for all costs of providing materials, staff and volunteers necessary to staff these locations.
- Tents, chairs, tables and other equipment necessary for such spaces will be covered by Symphony.

Ticket Sales

- Symphony may sell and distribute concert tickets to its sponsors, donors and season ticket holders, and sell single concert tickets through the Tessitura System and grant Ticketmaster a consignment right to sell other concert tickets, provided the mechanics of such sales systems operate within the existing District Box Office facilities.
- Symphony agrees to pay any resulting costs associated with Ticketmaster to support Symphony sales through Tessitura.

Catering

- Subject to Spectra's prior written approval on a year-to-year basis, Symphony may allow patrons to bring in their own food and non-alcoholic beverages (with the exception of wine) to Symphony-produced concerts, or purchase food and non-alcoholic beverages from Symphony designated vendors, restaurants or caterers.
- Symphony may provide at its sole cost food and non-alcoholic beverages with or without wait service to VIP boxes.
- For the 2017 season, Symphony will pay a wine only buy-out based on $2 for 80% of tickets sold for each concert as a corkage fee.
- All patrons bringing beverages into the seating area must do so in a plastic or soft-sided container. Any glass bottles must be decanted prior to entering the seating area.
- Spectra will provide for sale to patrons a souvenir plastic decanter or patrons may bring their own. No glass of any kind, including bottles and wine glasses, will be permitted into the Pacific Amphitheatre seating area.
- Spectra will maintain its liquor license for the sale of wine, beer and alcohol.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-118-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Noise Group 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

April 20 - 21, 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:

Observatory Off-Site Parking - The Smokers Club 420

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$2,718.00

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.

Noise Group, LLC
3503 South Harbor Boulevard
Santa Ana, CA 92704

By_____Date:_____

Title: Ryan Blank, Manager

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Observatory Off-Site Parking - The Smokers Club 420	**Contract No:**	R-118-17
Contact Person:	Ryan Blank	**Phone:**	(949) 525-2859
Event Dates:	04/20/2017 - 04/21/2017	**Hours:**	2:00 PM - 1:00 AM
Vehicle Parking Fee:	$8.00 General Parking	**Projected Attendance:**	1,500 Vehicles

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday - Friday			
Parking Lots C & D	04/20/2017 02:00 PM - 04/21/2017 1:00 AM	Event	$8.00 per Vehicle
		Total:	**General Parking**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Forklift (*Bollards*)	TBD	TBD HR	75.00 EA	TBD
Portable Electronic Message Board	04/20/2017	1.00 EA	75.00 EA	75.00
			Total:	**129.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Grounds Attendant	Estimate 10 Hours	10.00 EA	21.00 HR	210.00
Parking				
Parking Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Parking Attendant (*Setup, Event Signage, Shuttles*)	Estimate 12 Hours	12.00 HR	21.00 HR	252.00
Parking Sales				
Parking Sales Attendant	04/20/2017 01:00 PM - 12:00 AM	5.00 EA	21.00 HR	1,155.00
Safety & Security				
Security Attendant (*Parking Lot*)	04/20/2017 05:30 PM - 04/21/2017 01:30 AM	4.00 EA	21.00 HR	672.00
			Total:	**2,589.00**

Summary

Facility Rental Total	General Parking
Estimated Equipment, Reimbursable Personnel and Services Total	$2,718.00
Grand Total:	**$2,718.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	4/17/2017	$2,718.00
	Total:	**$2,718.00**
	Payment Total:	**$2,718.00**

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.

REFUND
If $2,100.00 parking sales minimum is met at Gates 2 & 3, Parking Sales staff fee will be refunded.

EXHIBIT A

Event Information

SHUTTLE BUSES

Noise Group, LLC to be contracted by The Observatory to transport attendees to The Smokers Club 420 Festival. Noise Group, LLC will provide staff at the shuttle stop location to assist attendees. Noise Group, LLC will work with OC Fair & Event Center Parking Department to set up shuttle stop and signage. Signage will only be allowed in approved locations.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-119-17**
DATE **May 11, 2017**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center,** hereinafter called the Association, and **Driving Miz Daisy** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

August 25 - 26, 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:

Driving Miz Daisy Vintage Market at the Hangar

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

$15,524.50

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 next page 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.

Driving Miz Daisy
P.O. Box 3388
Mission Viejo, CA 92690

By_____Date:_____

Title: Charlene Goetz, President/Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By_____Date:_____

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Driving Miz Daisy Vintage Market at the Hangar	**Contract No:**	R-119-17
Contact Person:	Charlene Goetz	**Phone:**	(949) 422-0432
Event Dates:	08/25/2017 - 08/26/2017	**Hours:**	Friday: 3:00 PM - 8:00 PM
			Sunday: 9:00 AM - 6:00 PM
Admission Price:	$5.00		
Vehicle Parking Fee:	$8.00 General Parking	**Projected Attendance:**	2,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
The Hangar	08/25/2017 09:00 AM - 03:00 PM	Move In	Included
The Hangar	08/25/2017 03:00 PM - 08:00 PM	Event	3,400.00
Saturday			
The Hangar	08/26/2017 09:00 AM - 06:00 PM	Event	3,400.00
-Move out must be completed by 11:59PM on Saturday - August 26, 2017 to avoid additional charges.		**Total:**	**6,800.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
5.5 MB Internet Connection - Dynamic	TBD	TBD EA	50.00 EA/DAY	TBD
17.5 MB Internet Connection - Dynamic	TBD	TBD EA	125.00 EA/DAY	TBD
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
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 - 2 Day	TBD	TBD EA	8.00 EA	TBD
Man Lift *(Banners)*	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board (*7 Consecutive Days*)	08/20/2017 - 08/26/2017	1.00 EA	Included	Included
Picnic Table *(Rectangular & Round)*	TBD	TBD EA	15.00 EA	TBD
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	08/25/2017 - 08/26/2017	2.00 EA	75.00 EA/DAY	300.00
Public Address System *(Per Building)*	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper *(In-House)*	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
			Total:	**1,720.00**

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 2 Hours	2.00 HR	52.50 HR	105.00
Event Day				
Grounds Attendant Lead	08/25/2017 02:00 PM - 08:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	08/25/2017 02:00 PM - 08:00 PM	2.00 EA	21.00 HR	252.00
Janitorial Attendant	08/25/2017 02:00 PM - 08:00 PM	2.00 EA	21.00 HR	252.00
Electrician	TBD	TBD EA	52.50 HR	TBD
Grounds Attendant Lead	08/26/2017 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	08/26/2017 08:00 AM - 06:00 PM	2.00 EA	21.00 HR	420.00
Janitorial Attendant	08/26/2017 08:00 AM - 06:00 PM	2.00 EA	21.00 HR	420.00
Electrician	TBD	TBD EA	52.50 HR	TBD
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	21.00 HR	126.00
Electrician	Estimate 2 Hours	2.00 HR	52.50 HR	105.00

EXHIBIT A

Event Information

Event Sales & Services					
Event Coordinator	08/25/2017 02:00 PM - 08:00 PM	1.00	EA	42.50 HR	255.00
Event Coordinator	08/26/2017 08:00 AM - 06:00 PM	1.00	EA	42.50 HR	425.00
Parking					
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	21.00 HR	336.00
Safety & Security					
Security Attendant	08/25/2017 02:30 PM - 08:30 PM	1.00	EA	21.00 HR	126.00
Security Attendant	08/26/2017 08:30 AM - 06:30 PM	1.00	EA	21.00 HR	210.00
Technology					
Technology Attendant	TBD Flat Fee *(Audio Configuration)*	TBD	EA	100.00 EVT	TBD
Technology Attendant	TBD	TBD	EA	42.50 HR	TBD
Outside Services					
Emergency Medical Services	08/25/2017 02:30 PM - 08:30 PM	2.00	EA	22.00 HR	264.00
Emergency Medical Services	08/26/2017 08:30 AM - 06:30 PM	2.00	EA	22.00 HR	440.00
State Fire Marshal	Estimate Only *(Plan Review and/or Site Inspection)*	1.50	HR	263.00 HR	394.50

Total: 5,504.50

Summary

Facility Rental Total	$6,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	$7,224.50
Refundable Deposit	$1,500.00

Grand Total: $15,524.50

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment - *(25% of Facility Fee)*	Upon Signing	$1,700.00
Second Payment	06/26/2017	$6,912.25
Third Payment	07/25/2017	$6,912.25

Total: $15,524.50

Payment Total: $15,524.50

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.

AMENDMENTS:
Any changes to this agreement will be outlined in an amendment to be signed and executed by Rentor and Association.

CANOPIES / TENTS
Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshall.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA
All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

OC FAIR & EVENT CENTER

ACTIVE JOINT POWERS AUTHORITY AGREEMENTS

As of April 30, 2017

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
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	03215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	$190,900.00
California Fair Financing Authority	03215042-Amndmnt	10/24/16	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	$96,036.00
California Fair Financing Authority	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	$6,050.00
California Fair Financing Authority	03215048-Amndmnt	06/17/16	Century Barn Replacement Project - Solicitation of Bids	CFFA	$1,575.00
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	$1,198,017.44
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	03217010	02/15/17	Migrant AG Workers Memorial - RFQ / Bid Solicitation	CFFA	$6,200.00
California Fair Financing Authority	03217013	03/15/17	Migrant AG Workers Memorial - Construction	CFFA	$246,101.70
New					
California Fair Financing Authority	03217017	04/14/17	Costa Mesa Building HVAC Replacement	CFFA	$8,957.00
Revision/Amendment					

Joint Powers Authority

Invoices Paid April 2017

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

3/27/2017 Amount: $4,125.00

Vendor Name: ATI Architects & Engineers

Invoice No.: 100427 - retention

Invoice Date: 2/10/2017

Project No.: 03215042

Project Name: Memorial Gardens / Heroes' Hall Architectural Design& Construction Documents – Addendum #1

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

Statement of Account

PAST DUE

ATI Architects & Engineers
4750 Willow Road, Suite 250
Pleasanton, CA 94588
925-648-8800

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Statement date: 3/20/2017

	Invoice Number	Invoice Date	Receipt	Receipt Date	Receipt Method	Amount
California Fair Services Authority						
CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)						
	100427	9/20/2016				82,500.00
			80937	2/10/2017	Check	-78,375.00
					Invoice Total	4,125.00
	100577	11/15/2016				8,000.00
			80937	2/10/2017	Check	-7,600.00
					Invoice Total	400.00
					Client Outstanding	4,525.00

California Fair Services Authority						
Outstanding	**Current**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121+ Days**	**Prepayment**
4,525.00	0.00	0.00	0.00	0.00	4,525.00	0.00

OK To Pay
By [illegible] 3-22-17

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 100427
Date 09/20/2016

Project CA4301 OC FAIR RENOVATION OF MEMORIAL GARDENS BUILDING (HEROES HALL)

For Professional Services Through August 31, 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	19,500.00	19,500.00	0.00
Relocate Building	2,800.00	100.00	2,800.00	2,800.00	0.00
Administrative Expenses	3,750.00	100.00	3,750.00	3,750.00	0.00
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
Additional Fees as per letter Dated June 6	90,500.00	91.16	0.00	82,500.00	82,500.00
Total	265,500.00	96.99	175,000.00	257,500.00	82,500.00

Invoice total **82,500.00**

Approved by:

Richard N. Coleman

CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

3/27/2017 Amount: $400.00

Vendor Name: ATI Architects & Engineers

Invoice No.: 100577 – Retention

Invoice Date: 11/15/2016

Project No.: 03215042

Project Name: Memorial Gardens / Heroes' Hall Architectural Design& Construction Documents – Addendum #1

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.

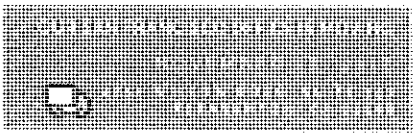
Approved for Payment

Project Manager

Construction Manager

Accounting Administrator

Managing Officer or Designee



PLEASE UPDATE OUR REMITTANCE ADDRESS

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 100577
Date 11/15/2016

Project CA4301 OC FAIR RENOVATION OF MEMORIAL GARDENS BUILDING (HEROES HALL)

For Professional Services Through November 15, 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	19,500.00	19,500.00	0.00
Relocate Building	2,800.00	100.00	2,800.00	2,800.00	0.00
Administrative Expenses	3,750.00	100.00	3,750.00	3,750.00	0.00
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
Additional Fees as per letter Dated June 6	90,500.00	100.00	82,500.00	90,500.00	8,000.00
Total	265,500.00	100.00	257,500.00	265,500.00	8,000.00

Invoice total **8,000.00**

-- 5%

Approved by:

Richard N. Coleman

Statement of Account

PAST DUE

ATI Architects & Engineers
4750 Willow Road, Suite 250
Pleasanton, CA 94588
925-648-8800

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Statement date: 3/20/2017

	Invoice Number	Invoice Date	Receipt	Receipt Date	Receipt Method	Amount
California Fair Services Authority						
CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)						
	100427	9/20/2016				82,500.00
			80937	2/10/2017	Check	-78,375.00
					Invoice Total	4,125.00
	100577	11/15/2016				8,000.00
			80937	2/10/2017	Check	-7,600.00
					Invoice Total	400.00
					Client Outstanding	4,525.00

California Fair Services Authority						
Outstanding	**Current**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121+ Days**	**Prepayment**
4,525.00	0.00	0.00	0.00	0.00	4,525.00	0.00

OK To Pay
By [signature] 3-22-17

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

3/27/2017 Amount: $271.50

Vendor Name: CFFA

Invoice No.: 2134

Invoice Date: 3/27/2017

Project No.: 03215042

Project Name: Memorial Gardens / Heroes' Hall Architectural Design& Construction Documents – Addendum #1

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

Financing
Design
Construction

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone (916) 263-6100
Fax: (916) 263-6116

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 2134
Invoice Date: 3/27/2017
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 Addendum #1 (6% of Consultants Costs) ATI Inv #100427, #100577 - retention	271.50
	$271.50

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: **MLee@cfsa.org**

Net Invoice:	$271.50
Sales Tax:	0.00
Invoice Total:	$271.50

Statement of Account

PAST DUE

ATI Architects & Engineers
4750 Willow Road, Suite 250
Pleasanton, CA 94588
925-648-8800

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Statement date: 3/20/2017

	Invoice Number	Invoice Date	Receipt	Receipt Date	Receipt Method	Amount
California Fair Services Authority						
CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)						
	100427	9/20/2016				82,500.00
			80937	2/10/2017	Check	-78,375.00
					Invoice Total	4,125.00
	100577	11/15/2016				8,000.00
			80937	2/10/2017	Check	-7,600.00
					Invoice Total	400.00
					Client Outstanding	4,525.00

California Fair Services Authority						
Outstanding	**Current**	**31-60 Days**	**61-90 Days**	**91-120 Days**	**121+ Days**	**Prepayment**
4,525.00	0.00	0.00	0.00	0.00	4,525.00	0.00

60

OK To Pay
By [illegible] 3-22-17

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

4/5/2017 Amount: $152,573.27

Vendor Name: JRH Construction, Inc.

Invoice No.: App. No10

Invoice Date: 3/3/2017

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

I AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGE

Finance Authority
ad, Suite 220
95815
R:
n Company, Inc.
Circle, Suite J
4

PROJECT: Heroes' Hall Renovation
OC Fair and Event Center

VIA ARCHITECT: ATI Architects & Eng
3050 Pullman St
Costa Mesa, CA 92626

APPLICATION NO: Retention (Withhold)

PERIOD TO: 1/31/2017

PROJECT NO: 032-16-003

CONTRACT DATE: March 1st 2016

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ RESIDENT INSPECTO

R'S APPLICATION FOR PAYMENT

ıyment, as shown below, in connection with the Contract.
Document G703, is attached.

CT SUM	$	3,226,398.00
Orders	$	225,067.31
DATE (Line 1 ± 2)	$	3,451,465.31
) & STORED TO G on SCHEDULE)	$	3,451,465.31
pleted Work SCHEDULE)	$ 20,000.00	
d Material IEDULE)	$ 0.00	
ıes 5a + 5b or of SCHEDULE)	$	20,000.00
S RETAINAGE Total)	$	3,431,465.31
CTIFICATES FOR m prior Certificate)	$	3,278,892.04
T DUE	$	152,573.27
, INCLUDING RETAINAGE	$	20,000.00

ER SUMMARY	ADDITIONS	DEDUCTIONS
Owner	$62,448.33	$0.00
nth	$162,618.98	$0.00
	$225,067.31	$0.00
ange Order	$225,067.31	

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: JRM Construction Company, Inc.
By: _____ Date: 3-3-17
John R. Hurley, Jr. President

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires.

Construction Manager
By: _____ Date: 4-6-17
OWNER: Jim Donovan, CFSA
BRYAN EUBANKS

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 $ 152,573.27

(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
By: _____ Date: 24 MAR. 20

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.

ompany, Inc.

Heroes' Hall Renovation
OC Fair and Event Center

APPLICATION NUMBE
APPLICATION DAT
PERIOD T

B	C	D	E	F			G		H
DESCRIPTION OF WORK	SCHEDULED VALUE	TOTAL BILLED		MATERIALS STORED			TOTAL COMPLETED AND STORED TO DATE	% T/D	BALANCE TO FINISH (C-G)
		PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED			
ion 2									
	$38,290.00	$38,290.00	$0.00	$0.00	$0.00	$0.00	$38,290.00	100%	$0.
	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0.
nentation	$7,500.00	$7,500.00	$0.00	$0.00	$0.00	$0.00	$7,500.00	100%	$0.
	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	100%	$0.
	$18,500.00	$18,500.00	$0.00	$0.00	$0.00	$0.00	$18,500.00	100%	$0.
olition	$54,425.00	$54,425.00	$0.00	$0.00	$0.00	$0.00	$54,425.00	100%	$0.
	$23,500.00	$23,500.00	$0.00	$0.00	$0.00	$0.00	$23,500.00	100%	$0.
nd Walls	$12,500.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	100%	$0.
r Site Concrete	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$6,500.00	100%	$0.
	$2,670.00	$2,670.00	$0.00	$0.00	$0.00	$0.00	$2,670.00	100%	$0.
	$14,000.00	$14,000.00	$0.00	$0.00	$0.00	$0.00	$14,000.00	100%	$0.
	$6,695.00	$6,695.00	$0.00	$0.00	$0.00	$0.00	$6,695.00	100%	$0.
	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$25,000.00	100%	$0.
ng	$28,500.00	$28,500.00	$0.00	$0.00	$0.00	$0.00	$28,500.00	100%	$0.
vers	$58,750.00	$58,750.00	$0.00	$0.00	$0.00	$0.00	$58,750.00	100%	$0.
cing	$3,800.00	$3,800.00	$0.00	$0.00	$0.00	$0.00	$3,800.00	100%	$0.
	$67,750.00	$67,750.00	$0.00	$0.00	$0.00	$0.00	$67,750.00	100%	$0.
	$53,750.00	$53,750.00	$0.00	$0.00	$0.00	$0.00	$53,750.00	100%	$0.
1	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0.
	$70,000.00	$70,000.00	$0.00	$0.00	$0.00	$0.00	$70,000.00	100%	$0.
	$37,500.00	$37,500.00	$0.00	$0.00	$0.00	$0.00	$37,500.00	100%	$0.
ation	$62,500.00	$62,500.00	$0.00	$0.00	$0.00	$0.00	$62,500.00	100%	$0.
ion 2 Totals	$624,130.00	$624,130.00	$0.00	$0.00	$0.00	$0.00	$624,130.00	100%	$0.
Divison 2									
ver Concrete Slab	$35,800.00	$35,800.00	$0.00	$0.00	$0.00	$0.00	$35,800.00	100%	$0
nd Wall South Side	$23,450.00	$23,450.00	$0.00	$0.00	$0.00	$0.00	$23,450.00	100%	$0
nd Wall North Side	$33,540.00	$33,540.00	$0.00	$0.00	$0.00	$0.00	$33,540.00	100%	$0
and Landings	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
onuments	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$0.00	$18,000.00	100%	$0
ech Platform	$10,500.00	$10,500.00	$0.00	$0.00	$0.00	$0.00	$10,500.00	100%	$0
ete (Withhold)	$18,500.00	$18,500.00	$0.00	$0.00	$0.00	$0.00	$18,500.00	100%	$0
	$3,900.00	$3,900.00	$0.00	$0.00	$0.00	$0.00	$3,900.00	100%	$0
es	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0
Divison 2 Totals	$165,690.00	$165,690.00	$0.00	$0.00	$0.00	$0.00	$165,690.00	100%	$0
ments Division 2									
Sign (2)	$21,876.00	$21,876.00	$0.00	$0.00	$0.00	$0.00	$21,876.00	100%	$0
Plaque Monuments (14)	$102,088.00	$102,088.00	$0.00	$0.00	$0.00	$0.00	$102,088.00	100%	$0
Service Plaque Monumets (21)	$153,132.00	$153,132.00	$0.00	$0.00	$0.00	$0.00	$153,132.00	100%	$0
Precast Hardscape	$109,380.00	$109,380.00	$0.00	$0.00	$0.00	$0.00	$109,380.00	100%	$0
al	$36,460.00	$36,450.00	$0.00	$0.00	$0.00	$0.00	$36,450.00	100%	$10
ments Division 2 Totals	$422,936.00	$422,926.00	$0.00	$0.00	$0.00	$0.00	$422,926.00	100%	$10
sion 3									
	$68,500.00	$68,500.00	$0.00	$0.00	$0.00	$0.00	$68,500.00	100%	$0
el For Drilled Piers	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$22,500.00	100%	$0
Partial	$38,520.00	$38,520.00	$0.00	$0.00	$0.00	$0.00	$38,520.00	100%	$0
Complete	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
el for Grade Beams	$12,580.00	$12,580.00	$0.00	$0.00	$0.00	$0.00	$12,580.00	100%	$0

B	C	D	E	F			G		H
DESCRIPTION OF WORK	SCHEOULED VALUE	TOTAL BILLED		MATERIALS STORED			TOTAL COMPLETED AND STORED TO DATE	% T/D	BALANCE TO FINISH (C-G)
		PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED			
ete Wall	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$35,000.00	100%	$0
ete Slab	$15,400.00	$15,400.00	$0.00	$0.00	$0.00	$0.00	$15,400.00	100%	$0
el for Addition	$5,400.00	$5,400.00	$0.00	$0.00	$0.00	$0.00	$5,400.00	100%	$0
ion 3 Totals	$206,400.00	$206,400.00	$0.00	$0.00	$0.00	$0.00	$206,400.00	100%	$0
n 5									
Building Foundation	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$6,500.00	100%	$0
form	$25,680.00	$25,680.00	$0.00	$0.00	$0.00	$0.00	$25,680.00	100%	$0
n 5 Totals	$32,180.00	$32,180.00	$0.00	$0.00	$0.00	$0.00	$32,180.00	100%	$0
stic Division 6									
ry Building Foundation	$31,000.00	$31,000.00	$0.00	$0.00	$0.00	$0.00	$31,000.00	100%	$0
ry 1st Floor Framing	$15,500.00	$15,500.00	$0.00	$0.00	$0.00	$0.00	$15,500.00	100%	$0
ry Addition Framing	$25,400.00	$25,400.00	$0.00	$0.00	$0.00	$0.00	$25,400.00	100%	$0
ry 1st Floor Wall Framing	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
try 2nd Floor Wall Framing	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
try 1st Floor Ceiling Reinforcement	$9,820.00	$9,820.00	$0.00	$0.00	$0.00	$0.00	$9,820.00	100%	$0
try Interior Wall Sheeting	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	100%	$0
try Exterior Sheeting and Vapor Barrier	$19,500.00	$19,500.00	$0.00	$0.00	$0.00	$0.00	$19,500.00	100%	$0
try Roof Sheeting	$13,000.00	$13,000.00	$0.00	$0.00	$0.00	$0.00	$13,000.00	100%	$0
try Exterior Siding	$12,500.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	100%	$0
	$7,500.00	$7,500.00	$0.00	$0.00	$0.00	$0.00	$7,500.00	100%	$0
stic Division 6 Totals	$166,220.00	$166,220.00	$0.00	$0.00	$0.00	$0.00	$166,220.00	100%	$0
Moisture Protection Division 7									
sulation	$8,000.00	$8,000.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	100%	$0
g Insulation	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0
Insulation	$3,490.00	$3,490.00	$0.00	$0.00	$0.00	$0.00	$3,490.00	100%	$0
ng Insulation	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0
Insulation	$3,490.00	$3,490.00	$0.00	$0.00	$0.00	$0.00	$3,490.00	100%	$0
tal	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0
oof Material	$30,000.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$30,000.00	100%	$0
of	$20,000.00	$20,000.00	$0.00	$0.00	$0.00	$0.00	$20,000.00	100%	$0
	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	100%	$0
Moisture Protection Division 7 Totals	$81,480.00	$81,480.00	$0.00	$0.00	$0.00	$0.00	$81,480.00	100%	$0
ndows Division 8									
Metal Frames	$1,200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00	100%	$0
Metal Doors	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$3,000.00	100%	$0
Door Frames	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00	100%	$0
Doors	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$3,000.00	100%	$0
Hardware	$18,500.00	$18,500.00	$0.00	$0.00	$0.00	$0.00	$18,500.00	100%	$0
Metal Frames	$850.00	$850.00	$0.00	$0.00	$0.00	$0.00	$850.00	100%	$0
rames	$1,550.00	$1,550.00	$0.00	$0.00	$0.00	$0.00	$1,550.00	100%	$0
Metal Doors	$2,300.00	$2,300.00	$0.00	$0.00	$0.00	$0.00	$2,300.00	100%	$0
rames	$3,300.00	$3,300.00	$0.00	$0.00	$0.00	$0.00	$3,300.00	100%	$0
efront	$27,878.00	$27,878.00	$0.00	$0.00	$0.00	$0.00	$27,878.00	100%	$0
um Windows	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$0.00	$18,000.00	100%	$0
m Windows	$10,200.00	$10,200.00	$0.00	$0.00	$0.00	$0.00	$10,200.00	100%	$0
ndows Division 8 Totals	$91,778.00	$91,778.00	$0.00	$0.00	$0.00	$0.00	$91,778.00	100%	$0
ion 9									
or Walls and Columns	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
or Shaft	$10,500.00	$10,500.00	$0.00	$0.00	$0.00	$0.00	$10,500.00	100%	$0
or Ceilings and Beams	$11,500.00	$11,500.00	$0.00	$0.00	$0.00	$0.00	$11,500.00	100%	$0
oor Walls and Columns	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
oor Ceilings	$8,500.00	$8,500.00	$0.00	$0.00	$0.00	$0.00	$8,500.00	100%	$0
@ Ceramic Tile	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00	100%	$0

B	C	D	E	F			G		H
DESCRIPTION OF WORK	SCHEDULED VALUE	TOTAL BILLED		MATERIALS STORED			TOTAL COMPLETED AND STORED TO DATE	% T/D	BALANCE TO FINISH (C-G)
		PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED			
ent Flooring	$4,500.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$4,500.00	100%	$0.
ient Flooring	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$3,000.00	100%	$0.
ethane Floor Finish	$12,500.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	100%	$0.
rethane Floor Finish	$12,500.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	100%	$0.
nic tile	$8,400.00	$8,400.00	$0.00	$0.00	$0.00	$0.00	$8,400.00	100%	$0.
ng	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0.
ing	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0.
g	$12,500.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	100%	$0.
ion 9 Totals	$113,400.00	$113,400.00	$0.00	$0.00	$0.00	$0.00	$113,400.00	100%	$0.
lalties Division 10									
	$6,200.00	$6,200.00	$0.00	$0.00	$0.00	$0.00	$6,200.00	100%	$0.
ers and Cabinets	$755.00	$755.00	$0.00	$0.00	$0.00	$0.00	$755.00	100%	$0.
	$3,500.00	$3,500.00	$0.00	$0.00	$0.00	$0.00	$3,500.00	100%	$0.
ies	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00	100%	$0.
les	$15,500.00	$15,500.00	$0.00	$0.00	$0.00	$0.00	$15,500.00	100%	$0.
es	$9,500.00	$9,500.00	$0.00	$0.00	$0.00	$0.00	$9,500.00	100%	$0.
lalties Division 10 Totals	$37,455.00	$37,455.00	$0.00	$0.00	$0.00	$0.00	$37,455.00	100%	$0.
ruction Division 13									
Design Drawings	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$6,500.00	100%	$0.
ection System	$33,500.00	$33,500.00	$0.00	$0.00	$0.00	$0.00	$33,500.00	100%	$0.
ruction Division 13 Totals	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$40,000.00	100%	$0
ion 14									
evator	$86,737.00	$86,737.00	$0.00	$0.00	$0.00	$0.00	$86,737.00	100%	$0
ion 14 Totals	$86,737.00	$86,737.00	$0.00	$0.00	$0.00	$0.00	$86,737.00	100%	$0
vision 15									
gh Building Waste and Vents	$7,275.00	$7,275.00	$0.00	$0.00	$0.00	$0.00	$7,275.00	100%	$0
r Building	$8,630.00	$8,630.00	$0.00	$0.00	$0.00	$0.00	$8,630.00	100%	$0
Building	$3,720.00	$3,720.00	$0.00	$0.00	$0.00	$0.00	$3,720.00	100%	$0
lsation and Steam Drain Lines	$3,495.00	$3,495.00	$0.00	$0.00	$0.00	$0.00	$3,495.00	100%	$0
res	$10,379.00	$10,379.00	$0.00	$0.00	$0.00	$0.00	$10,379.00	100%	$0
inish Building	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$6,500.00	100%	$0
k 1st Floor	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$35,000.00	100%	$0
k 2nd Floor	$18,500.00	$18,500.00	$0.00	$0.00	$0.00	$0.00	$18,500.00	100%	$0
ent	$48,000.00	$48,000.00	$0.00	$0.00	$0.00	$0.00	$48,000.00	100%	$0
ipment	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$5,000.00	100%	$0
ier System	$37,603.00	$37,603.00	$0.00	$0.00	$0.00	$0.00	$37,603.00	100%	$0
umidifier System	$18,500.00	$18,500.00	$0.00	$0.00	$0.00	$0.00	$18,500.00	100%	$0
and Registers	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00	100%	$0
and Registers	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00	100%	$0
	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$12,000.00	100%	$0
and Test	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00	100%	$0
nce	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$3,000.00	100%	$0
ivision 15 Totals	$225,102.00	$225,102.00	$0.00	$0.00	$0.00	$0.00	$225,102.00	100%	$0
sion 16									
ce Material	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$45,000.00	100%	$0
ce Labor	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$25,000.00	100%	$0
ce Trench and Backfill	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	100%	$0
gh Site	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	100%	$0
ing Rough	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$40,000.00	100%	$0
ing Materials Site	$55,000.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$55,000.00	100%	$0
ing Materials Building	$129,000.00	$129,000.00	$0.00	$0.00	$0.00	$0.00	$129,000.00	100%	$0
ing Labor Site	$20,000.00	$20,000.00	$0.00	$0.00	$0.00	$0.00	$20,000.00	100%	$0
ing Labor Building	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$35,000.00	100%	$0

A	B	C	D	E	F			G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	TOTAL BILLED		MATERIALS STORED			TOTAL COMPLETED AND STORED TO DATE	% T/D	BALANCE TO FINISH (C-G)	RETAINAGE 5%
			PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED				
132	Electrical Switchgear Material	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$50,000.00	100%	$0.00	$0.00
133	Electrical Switchgear Labor	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$6,500.00	100%	$0.00	$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	$0.00
135	Electrical Cable and Wire Site	$4,500.00	$4,500.00	$0.00	$0.00	$0.00	$0.00	$4,500.00	100%	$0.00	$0.00
136	Electrical Cable and Wire Building	$6,500.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$6,500.00	100%	$0.00	$0.00
137	Electrical Finish Building	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$35,000.00	100%	$0.00	$0.00
138	Fire Alarm Cableing	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00	100%	$0.00	$0.00
139	Fire Alarm Panel	$3,500.00	$3,500.00	$0.00	$0.00	$0.00	$0.00	$3,500.00	100%	$0.00	$0.00
140	Fire Alarm Devices	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00	100%	$0.00	$0.00
141	Fire Alarm Test	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	100%	$0.00	$0.00
	Electrical Division 16 Totals	$526,500.00	$526,500.00	$0.00	$0.00	$0.00	$0.00	$526,500.00	100%	$0.00	$0.00
	General Conditions										
142	Submittals	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	100%	$0.00	$0.00
143	Mobilization	$12,500.00	$12,500.00	$0.00	$0.00	$0.00	$0.00	$12,500.00	100%	$0.00	$0.00
144	Closeout	$7,500.00	$7,500.00	$0.00	$0.00	$0.00	$0.00	$7,500.00	100%	$0.00	$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	$0.00
146	Insurance	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$0.00	$18,000.00	100%	$0.00	$0.00
147	Supervision	$104,000.00	$104,000.00	$0.00	$0.00	$0.00	$0.00	$104,000.00	100%	$0.00	$0.00
148	Field Overhead	$26,000.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$26,000.00	100%	$0.00	$0.00
149	Profit	$190,000.00	$190,000.00	$0.00	$0.00	$0.00	$0.00	$190,000.00	100%	$0.00	$0.00
	General Conditions Totals	$406,390.00	$406,390.00	$0.00	$0.00	$0.00	$0.00	$406,390.00	100.0%	$0.00	$0.00
	Approved Change Orders										
	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	$0.00
	Change Order # 2 Various Framing Chnages	$12,734.70	$12,734.70	$0.00	$0.00	$0.00	$0.00	$12,734.70	100.0%	$0.00	$0.00
	Change Order # 3 Add Headers @ 2nd Floor Windows	$3,891.80	$3,891.80	$0.00	$0.00	$0.00	$0.00	$3,891.80	100.0%	$0.00	$0.00
	Change Order # 4 Rework Plaques on 5 Sided Memorial	$2,915.00	$2,915.00	$0.00	$0.00	$0.00	$0.00	$2,915.00	100.0%	$0.00	$0.00
	Change Order # 5 Back Priming Siding	$2,518.56	$2,518.56	$0.00	$0.00	$0.00	$0.00	$2,518.56	100.0%	$0.00	$0.00
	Change Order # 6 Waterproofing and Foundation Drainage	$12,841.41	$12,841.41	$0.00	$0.00	$0.00	$0.00	$12,841.41	100.0%	$0.00	$0.00
	Change Order # 7 Additional Stego and Termination Bar	$4,103.54	$4,103.54	$0.00	$0.00	$0.00	$0.00	$4,103.54	100.0%	$0.00	$0.00
	Change Order # 8 Additional Concrete Wall	$8,662.21	$8,662.21	$0.00	$0.00	$0.00	$0.00	$8,662.21	100.0%	$0.00	$0.00
	Change Order # 9 Sleeves Under Concrete Work	$529.10	$529.10	$0.00	$0.00	$0.00	$0.00	$529.10	100.0%	$0.00	$0.00
	Change Order # 10 Additional Blocking Per June 15th Detail	$1,525.11	$1,525.11	$0.00	$0.00	$0.00	$0.00	$1,525.11	100.0%	$0.00	$0.00
	Change Order # 11 Additional 2nd Fl Blocking Per June 15 2016 Detail	$2,261.27	$2,261.27	$0.00	$0.00	$0.00	$0.00	$2,261.27	100.0%	$0.00	$0.00
	Change Order # 12 Blocking and Bracing Per Delta 5 18/S7.3	$2,961.20	$2,961.20	$0.00	$0.00	$0.00	$0.00	$2,961.20	100.0%	$0.00	$0.00
	Change Order # 13 Additional Bracing @ 2nd Floor Ceiling	$2,253.09	$2,253.09	$0.00	$0.00	$0.00	$0.00	$2,253.09	100.0%	$0.00	$0.00
	Change Order # 14 Additional Sheet Metal and Gutters	$11,117.43	$11,117.43	$0.00	$0.00	$0.00	$0.00	$11,117.43	100.0%	$0.00	$0.00
	Change Order # 15 Recess Lighting Control Boxes Exhibit Areas Only	$4,312.81	$4,312.81	$0.00	$0.00	$0.00	$0.00	$4,312.81	100.0%	$0.00	$0.00
	Change Order # 16 Revise Tree Grates	-$55,328.25	-$55,328.25	$0.00	$0.00	$0.00	$0.00	-$55,328.25	100.0%	$0.00	$0.00
	Change Order # 17 Add concrete Curb @ Foundations and Vents	$4,631.21	$4,631.21	$0.00	$0.00	$0.00	$0.00	$4,631.21	100.0%	$0.00	$0.00
	Change Order # 18 2nd Floor Low Voltage Conduits	$15,218.12	$15,218.12	$0.00	$0.00	$0.00	$0.00	$15,218.12	100.0%	$0.00	$0.00
	Change Order # 19 Add Low Voltage Conduit for Vault to IDF Room	$10,926.22	$10,926.22	$0.00	$0.00	$0.00	$0.00	$10,926.22	100.0%	$0.00	$0.00
	Change Order # 20 Fire Sprinkler Credit From Dry To Wet	-$2,510.00	-$2,510.00	$0.00	$0.00	$0.00	$0.00	-$2,510.00	100.0%	$0.00	$0.00
	Change Order # 21 Precast Credit	-$25,000.00	-$25,000.00	$0.00	$0.00	$0.00	$0.00	-$25,000.00	100.0%	$0.00	$0.00
	Change Order # 22 Remove Plywood Subfloor	$10,942.80	$10,942.80	$0.00	$0.00	$0.00	$0.00	$10,942.80	100.0%	$0.00	$0.00
	Change Order # 23 Install drywall at resess lighting tape smooth	$10,382.25	$10,382.25	$0.00	$0.00	$0.00	$0.00	$10,382.25	100.0%	$0.00	$0.00
	Change Order # 24 Shore up end of building and install rim joist	$2,758.65	$2,758.65	$0.00	$0.00	$0.00	$0.00	$2,758.65	100.0%	$0.00	$0.00
	Change Order # 25 RFI # 33 Install blocking at columns to hide brackets	$5,465.65	$5,465.65	$0.00	$0.00	$0.00	$0.00	$5,465.65	100.0%	$0.00	$0.00
	Change Order # 26 Install flashing under siding	$1,285.81	$1,285.81	$0.00	$0.00	$0.00	$0.00	$1,285.81	100.0%	$0.00	$0.00
	Change Order # 27 Install blocking at electrical floor boxes	$2,260.37	$2,260.37	$0.00	$0.00	$0.00	$0.00	$2,260.37	100.0%	$0.00	$0.00
	Change Order # 28 Install blocking and straping per detail 10 on S7.3	$920.24	$920.24	$0.00	$0.00	$0.00	$0.00	$920.24	100.0%	$0.00	$0.00
	Change Order # 29 Add 2x4 blocking at 4x4 post on 2nd floor	$993.17	$993.17	$0.00	$0.00	$0.00	$0.00	$993.17	100.0%	$0.00	$0.00
	Change Order # 30 Frame wall at top of stairs Drywall and tape.	$652.23	$652.23	$0.00	$0.00	$0.00	$0.00	$652.23	100.0%	$0.00	$0.00
	Change Order # 31 Grade,form and pour at end of stairs NE corner bld.	$2,102.96	$2,102.96	$0.00	$0.00	$0.00	$0.00	$2,102.96	100.0%	$0.00	$0.00

B	C	D	E	F			G		H
DESCRIPTION OF WORK	SCHEDULED VALUE	TOTAL BILLED		MATERIALS STORED			TOTAL COMPLETED AND STORED TO DATE	% T/D	BALANCE TO FINISH (C-G)
		PREVIOUS APPLICATIONS	THIS PERIOD	PRIOR STORED	CURRENT STORED	TOTAL STORED			
# 32 Excavate for sleeves at front ramps Per OC fair	$2,105.38	$2,105.38	$0.00	$0.00	$0.00	$0.00	$2,105.38	100.0%	$0
# 33 Float floor with wood filler and sand smooth	$7,784.99	$7,784.99	$0.00	$0.00	$0.00	$0.00	$7,784.99	100.0%	$0
# 34 Cut conduits & grind sleeves in sidewalk (per Jerry)	$674.23	$674.23	$0.00	$0.00	$0.00	$0.00	$674.23	100.0%	$0
# 35 Relocate trailer OC fair direction Reroute power	$1,229.80	$1,229.80	$0.00	$0.00	$0.00	$0.00	$1,229.80	100.0%	$0
# 36 Tape drywall at existing stairs, Removal of treads	$964.67	$964.67	$0.00	$0.00	$0.00	$0.00	$964.67	100.0%	$0
# 37 Form and pour pad for humidifier	$681.71	$681.71	$0.00	$0.00	$0.00	$0.00	$681.71	100.0%	$0
# 38 Furnish and install a fire extingusher in elevator room	$140.80	$140.80	$0.00	$0.00	$0.00	$0.00	$140.80	100.0%	$0
# 39 Relocate fence to create a path for fair	$448.80	$448.80	$0.00	$0.00	$0.00	$0.00	$448.80	100.0%	$0
# 40 pick up sand bages along fence by hand	$616.00	$616.00	$0.00	$0.00	$0.00	$0.00	$616.00	100.0%	$0
# 41 Demo existing footing and grade beam RFI#5	$7,542.70	$7,542.70	$0.00	$0.00	$0.00	$0.00	$7,542.70	100.0%	$0
# 42 Haul off footing concrete from footing & grade beam	$4,675.65	$4,675.65	$0.00	$0.00	$0.00	$0.00	$4,675.65	100.0%	$0
# 43 Install steam pipe for humidifiers	$8,611.44	$8,611.44	$0.00	$0.00	$0.00	$0.00	$8,611.44	100.0%	$0
# 44 Install vinyl floor in elevator	$833.54	$833.54	$0.00	$0.00	$0.00	$0.00	$833.54	100.0%	$0
# 45 Furnish and install 2x2 light fixtures	$1,305.98	$1,305.98	$0.00	$0.00	$0.00	$0.00	$1,305.98	100.0%	$0
# 46 Ground and bonding Per IOR	$2,124.93	$2,124.93	$0.00	$0.00	$0.00	$0.00	$2,124.93	100.0%	$0
# 47 Unforseen items we ran into digging trench for elect.	$2,838.45	$2,838.45	$0.00	$0.00	$0.00	$0.00	$2,838.45	100.0%	$0
# 48 Paver change Delta #6 border pavers	$6,540.20	$6,540.20	$0.00	$0.00	$0.00	$0.00	$6,540.20	100.0%	$0
# 49 Install metal studs at electrical panels	$7,538.81	$7,538.81	$0.00	$0.00	$0.00	$0.00	$7,538.81	100.0%	$0
# 50 Remove, extend and reinstall platform handrail	$784.40	$784.40	$0.00	$0.00	$0.00	$0.00	$784.40	100.0%	$0
# 51 Install grating over access and vent holes	$2,374.40	$2,374.40	$0.00	$0.00	$0.00	$0.00	$2,374.40	100.0%	$0
# 52 Furnish and install 2 palm trees	$4,122.17	$4,122.17	$0.00	$0.00	$0.00	$0.00	$4,122.17	100.0%	$0
# 53 Furnish and install 500 1 gal plants	$5,235.36	$5,235.36	$0.00	$0.00	$0.00	$0.00	$5,235.36	100.0%	$0
# 54 Furnish and install 80, 1 gal plants & 5, 5gal plants	$736.28	$736.28	$0.00	$0.00	$0.00	$0.00	$736.28	100.0%	$0
# 55 Install hot water piping to restrooms	$1,455.49	$1,455.49	$0.00	$0.00	$0.00	$0.00	$1,455.49	100.0%	$0
# 56 Sack and patch curbs	$11,330.00	$11,330.00	$0.00	$0.00	$0.00	$0.00	$11,330.00	100.0%	$0
# 57 Remove and replace stair treads in existing stair well	$7,152.20	$7,152.20	$0.00	$0.00	$0.00	$0.00	$7,152.20	100.0%	$0
# 58 Install clear dug fur in place of plywood	$6,909.67	$6,909.67	$0.00	$0.00	$0.00	$0.00	$6,909.67	100.0%	$0
# 61Relcate Existing Vendor Boxes	$20,797.00	$20,797.00	$0.00	$0.00	$0.00	$0.00	$20,797.00	100.0%	$0
# 61 Additional Lead Abatement	$18,242.60	$18,242.60	$0.00	$0.00	$0.00	$0.00	$18,242.60	100.0%	$0
nge Orders Totals	$225,067.31	$225,067.31	$0.00	$0.00	$0.00	$0.00	$225,067.31	100.0%	$0
TOTALS	$3,451,465.31	$3,451,455.31	$0.00	$0.00	$0.00	$0.00	$3,451,455.31	100%	$10

New Joint Powers Authority Agreements

April 2017

CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

LETTER OF UNDERSTANDING
Costa Mesa Building HVAC Replacement

To: 32nd DAA, OC Fair and Event Center Date: April 14, 2017

From: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority

Subject: Letter of Understanding No. 17-017 (CFFA Project No. 032-17-017)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, OC 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, Costa Mesa Building HVAC Replacement
SCHEDULE: To be awarded by May 10, 2017
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 as directed by Authority.

2. On or before April 21, 2017, Fair shall remit funds to the Authority in the amount of **EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN and 00/100 Dollars ($8,957.00)**, which is the current estimated Project Cost. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the Project Account. Upon receipt of such notice, Fair will immediately remit additional funds to the Authority.

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 Date	Kathy Kramer Date
Managing Director	Chief Executive Officer
California Fairs Financing Authority	OC Fair & Event Center

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 14, 2017

Project No. **032-17-017**
Subject: **32nd District Agricultural Association**
Costa Mesa Building HVAC Replacement

The cost proposal is for the Solicitation of Bids, Administration and Award of Bid, and a Final Inspection for the Costa Mesa Building HVAC Replacement at the OC Fair and Event Center (Fair), and is based upon the following Scope of Work:

A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
B. CFFA will prepare the bid documents, manage the bid solicitation and award process; The Fair will conduct the job walk and bid opening.
C. CFFA will provide project administration services associated with the Bidding Process for the Costa Mesa Building HVAC Replacement.

This cost proposal is for the Bid Solicitation and Administration process and a Final Inspection only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current bid due date of May 5, 2017, or if the project requires an additional bid process. Included in this cost proposal are CFFA's Project Administration fees.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation and Administration" support, for the **Costa Mesa Building HVAC Replacement** is estimated to be $8,957.00, as detailed below. A breakdown of the estimated cost follows:

OC Fair/32nd DAA
Costa Mesa Building HVAC Replacement
Project Cost Breakdown

PROJECT BIDDING COSTS		
Advertising/Assemble Bid Package	$ 2,500.00	
	Project Sub-Total	**$ 2,500.00**
**REIMBURSABLES (Estimate)		
Travel & Associated Costs	$ 1,000.00	
Final Inspection	$ 750.00	
Reproduction Services	$ 50.00	
Misc.	$ 100.00	
	Reimbursable Sub-Total	**$ 1,900.00**
MANAGEMENT/ADMINISTRATION FEES		
Construction Project Administration Fee (6%)	$ 4,500.00	
Other Direct Costs Handling Fee (3%)	$ 57.00	**$ 4,557.00**
Total Costs, with Fees and Estimated Costs		**$ 8,957.00**

Project Administration fee based on $75,000 project cost estimate

Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

It is scheduled that the project will commence as soon as possible and be completed by June 10, 2017. Due to the expected short duration of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding.

CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 17-017, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 17-017, 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.

OC FAIR & EVENT CENTER
COMMERCIAL RENTAL AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17035	Carole Thompson Concessions dba Wax Hand Jive	single wax hand holding rose or toy; double hands holding rose; either can be filled.	Midway Avenue	7/01/2017-8/15/2017	10' x 10'	$4,150.00
17047	CLD Foods dba Grizzly Joe's Seasoning	Grizzly Joe's Seasoning: Original, Trail Dust, Tequila Lime, Chipotle, California Dreamin'	Festival of Products	7/01/2017-8/15/2018	10' x 10'	$3,800
17058	Cynthia Gustafson dba The Larimar Stone	Larimar: Imbedded Volcanic Rocks, Cabochons, Jewelry; Scarves; Small Bags/Pouches	Carnival of Products	7/01/2017-8/15/2019	20' x 8'	$6,700.00
17071	Evernice Trading	Anime: Posters, Plush Toys, Wallets, Figurines	Festival of Products	7/01/2017-8/15/2020	10' x 10'	$4,050.00
17076	Fickle Finger Airbrush	airbrushed items: t-shirts, tank tops, hoodies, jackets, shorts, hats, visors, headbands, bags, pillowcases, keychains, posters, signs.	Midway Avenue	7/01/2017-8/15/2021	10' x 15'	$4,425.00
17077	Fickle Finger Airbrush-Henna	Temporary tattoos and henna body art	Midway Ave	7/01/2017-8/15/2020	15' x 10'	$4,675.00
17106	Caroxs Enterprises, Inc.	Name on rice,beads necklaces,keychains engraving bracelets and Indian silver rings, leather bracelets, charm keychains, necklaces	Parade of Products	7/01/2017-8/15/2018	10' x 15'	$4,450.00
17108	Innovated Designs	Tropical deco breeze fans, wall art, rugs, home décor, jewelry	Carnival of Products	/01/2017-8/15/2017	10' x 8'	$3,510.00
17109	Innovated Designs	Tropical deco breeze fans, wall art, rugs, home décor, jewelry	Carnival of Products	7/31/2017-8/15/2017	20' x 8'	$2,913.00
17124	Lapis Enterprise-Cell Phone Products	Cell Phone Products: Crystallized cases, covers and pouches; lanyard connectors for iPhone	Carnival of Products	7/01/2017-8/15/2017	10' x 8'	$3,350.00
17125	Lapis Enterprise-Jewelry	DIY Charm "Memory Box" Necklaces and Bracelets; Handmade Crystal Beaded Bracelets; Handmade Personalized Name Necklaces and Bracelets.	Carnival of Products	7/01/2017-8/15/2018	10' x 8'	$3,350.00
17171	Pristine Systems, Inc. dba Gadgets and Neat Stuff	Gadgets and Tools: Maginfiers, Optics, Binoculars, Personal Care Tools, Household, Hobby and Outdoor Tools.	Carnival of Products	7/01/2017-7/30/2017	20' x 8'	$4,662.00
17186	SoCal Arts dba Discount Pictures Mart	Framed and Frameless Art Pieces: Wall Hangings, Sports Art, Lithographs, Comic Art, Local Artists' Work, Music Posters, Movie Posters, Vintage Hollywood; Frames	Country Lane	7/01/2017-8/15/2017	20' x 20'	$8,775.00
17205	Timbo's/Mac-Microphone	Anti Fog Glass Cleaner	Festival of Products	7/01/2017-8/15/2018	10' x 10'	$3,800.00
17218	Tropical Garden Furniture, Inc.	Philippine Bamboo Gazebos, Tiki Wood Benches, Bamboo Tiki Bars, Tiki Stools, Wood Masks.	Country Lane	7/01/2017-8/15/2019	20' x 20'	$8,775.00

REVIEWED_____ AGREEMENT NO. **17035**
APPROVED_____ DATE **May 9, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Carole Thompson Concessions-Wax Hands** (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: **7/01/2017-8/15/2017** 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 #6**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Midway Avenue	10' x 10'	Corner	$3,275.00
Camping 1 Space			$ 875.00

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
First Payment	5/26/2017	$2,075.00
Final Payment	6/16/2017	$2,075.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$4,150.00

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.

Carole Thompson Concessions
6850 Wegman Drive
Riverside, CA 92509

By_____
Title: Teresa Farnum

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Carole Thompson Concessions-Wax Hands
Location/Space: Midway Avenue #6

Agreement No: **17035**
Date: May 9, 2017

Wax Hands:
Single Wax Hand
Wax Hand Holding Rose or Toy
Double Hands
Double Hands Holding Rose

Any Item Can Be Filled

REVIEWED_____ AGREEMENT NO. **17047**
APPROVED_____ DATE **May 12, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **CLD Foods dba Grizzly Joe's Seasoning** (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: **7/01/2017-8/15/2017** 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.

Description	Size	Space Type	Charges
Festival of Products	10' x 10'	Inline	$3,800.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	5/26/2017	$1,900.00
Final Payment	6/16/2017	$1,900.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$3,800.00

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, 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.

CLD Foods dba Grizzly Joe's Seasoning
26111 Yenz Road, Suite #B23
Temecula, CA 92591

By_____
Title: Chuck Dismukes

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

CLD Foods dba Grizzly Joe's Seasoning
Location/Space: Festival of Products #211

Agreement No: **17047**
Date: May 12, 2017

Grizzly Joe's All Natural Seasonings:
Original
Trail Dust
Tequila Lime
Chipotle
California Dreamin'

REVIEWED_____ AGREEMENT NO. **17058**
APPROVED_____ DATE **May 9, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Cynthia Gustafson dba The Larimar Stone** (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: **7/01/2017-8/15/2017** 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 #322, #323**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Carnival of Products	20' x 8'	Inline	$6,700.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	5/26/2017	$3,350.00
Final Payment	6/16/2017	$3,350.00
	Total:	$6,700.00

*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, 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.

Cynthia Gustafson dba The Larimar Stone
73270 Desert Greens Drive North
Palm Desert, CA 92260

By_____
Title: Cynthia Gustafson

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Cynthia Gustafson dba The Larimar Stone Agreement No: **17058**
Location/Space: Carnival of Products #322, #323 Date: May 9, 2017

Larimar:
Embedded Volcanic Rocks
Polished Cabochons
Jewelry Set in Sterling Silver
Cleaning Products

Semi Precious Gemstone Jewelry
Sterling Silver Chains
Wood Beaded Buckle Bracelets
Beaded Jewelry
Small Bags

Scarves

REVIEWED_____ AGREEMENT NO. **17071**
APPROVED_____ DATE **May 12, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Evernice Trading** (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: **7/01/2017-8/15/2017** 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 #109**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Festival of Products	10' x 10'	Corner	$4,050.00

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
First Payment	5/26/2017	$2,025.00
Final Payment	6/16/2017	$2,025.00
	Total:	$4,050.00

*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, 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.

Evernice Trading
2110 Montera Drive
Hacienda Heights, CA 91745

By_____
Title: Weiq Sui

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Evernice Trading
Location/Space: Festival of Products #109

Agreement No: **17071**
Date: May 12, 2017

Animation Products:
Posters
Plush Toys
Wallets
Figurines
Keychains
Jewelry

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17076**
DATE **May 12, 2017**
Revised May 11, 2017

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Fickle Finger Airbrush** (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: **7/01/2017-8/15/2017** 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 #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.

Description	Size	Space Type	Charges
Midway Avenue	15' x 10'	Inline	$4,425.00

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
First Payment	5/26/2017	$2,212.50
Final Payment	6/16/2017	$2,212.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$4,425.00

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.

Fickle Finger Airbrush
2688 Glasgow Drive
Carlsbad, CA 92010

By_____
Title: Jo Ann or Byron Mauck

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Fickle Finger Airbrush
Location/Space: Midway Avenue #3

Agreement No: **17076**
Date: May 12, 2017
Revised May 11, 2017

Custom Airbrushed Items:
T-shirts
Tank Tops
Hoodies
Shorts
Hats
Beanies
Headbands
License Plates
Posters
Keychains

Applied to Customer's Garment

REVIEWED_____ AGREEMENT NO. **17077**
APPROVED_____ DATE **May 18, 2017**
Revised May 18, 2017

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Fickle Finger Airbrush-Henna** (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: **7/01/2017-8/15/2017** 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 #1**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Midway Ave	15' x 10'	Corner	$4,675.00

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
First Payment	5/31/2017	$2,337.50
Final Payment	6/16/2017	$2,337.50
	Total:	$4,675.00

*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, 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.

Fickle Finger Airbrush
2688 Glasgow Drive
Carlsbad, CA 92010

By_____
Title: Jo Ann or Byron Mauck

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Fickle Finger Airbrush-Henna
Location/Space: Midway Ave #1

Agreement No: **17077**
Date: May 18, 2017
Revised May 18, 2017

Temporary Tattoos
Henna Body Art

REVIEWED_____ AGREEMENT NO. **17106**
APPROVED_____ DATE **May 9, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Caroxs Enterprises, 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: **7/01/2017-8/15/2017** 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.

Description	Size	Space Type	Charges
Parade of Products	10' x 15'	Inline	$4,450.00

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
First Payment	5/26/2017	$2,225.00
Final Payment	6/16/2017	$2,225.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$4,450.00

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.

Caroxs Enterprises, Inc.
9682 Chanticleer Road
Anaheim, CA 92804

By_____
Title: Carlos Rocca

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Caroxs Enterprises, Inc.
Location/Space: Parade of Products #34

Agreement No: **17106**
Date: May 9, 2017

Personalized with Name on:
Leather Bracelets
Ceramic Beads
Keychains
Bracelets
Necklaces

Engraved:
Bracelets
Charms
Keychains
Necklaces
Rings

Indian Silver Rings

REVIEWED_____ AGREEMENT NO. **17108**
APPROVED_____ DATE **May 5, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Innovated Designs** (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: **7/01/2017-8/15/2017** 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 #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.

Description	Size	Space Type	Charges
Carnival of Products	10' x 8'	Inline	$3,350.00
SELI			$ 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:

Payment Schedule	Due Date	Amount
First Payment	5/19/2017	$1,755.00
Final Payment	6/09/2017	$1,755.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$3,510.00

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.

Innovated Designs
400 North Sunrise Way, Suite #265
Palm Springs, CA 92262

By_____
Title: Mark Crisp

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Innovated Designs
Location/Space: Carnival of Products #614

Agreement No: **17108**
Date: May 5, 2017

Tropical Deco Breeze Fans
Rugs
Home Décor
Jewelry

REVIEWED_____ AGREEMENT NO. **17109**
APPROVED_____ DATE **May 5, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Innovated Designs** (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: **7/31/2017-8/15/2017** 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 #612, #613**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Carnival of Products	20' x 8'	Inline	$2,913.00

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
First Payment	5/19/2017	$1,456.50
Final Payment	6/09/2017	$1,456.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$2,913.00

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.

Innovated Designs
400 North Sunrise Way, Suite #265
Palm Springs, CA 92262

By_____
Title: Mark Crisp

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Innovated Designs
Location/Space: Carnival of Products #612, #613

Agreement No: **17109**
Date: May 5, 2017

Tropical Deco Breeze Fans
Rugs
Home Décor
Jewelry

REVIEWED_____ AGREEMENT NO. **17124**
APPROVED_____ DATE **May 5, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Lapis Enterprise-Cell Phone Products** (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: **7/01/2017-8/15/2017** 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 #118**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Carnival of Products	10' x 8'	Inline	$3,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	5/19/2017	$1,675.00
Final Payment	6/09/2017	$1,675.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$3,350.00

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.

Lapis Enterprise
12892 Elegance Drive
Rancho Cucamonga, CA 91739

By_____
Title: Ellen Lee

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Lapis Enterprise-Cell Phone Products Agreement No: **17124**
Location/Space: Carnival of Products #118 Date: May 5, 2017

Cell Phone Products:
Handmade Cases and Holders
Handmade Crystallized Cases
Customized Photo Cases
Personalized Cases, Wallet Cases, Purse/Wallet Cases and Holders

REVIEWED_____ AGREEMENT NO. **17125**
APPROVED_____ DATE **May 5, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Lapis Enterprise-Jewelry** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/01/2017-8/15/2017** 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 #119**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Carnival of Products	10' x 8'	Inline	$3,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	5/19/2017	$1,675.00
Final Payment	6/09/2017	$1,675.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$3,350.00

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.

Lapis Enterprise
12892 Elegance Drive
Rancho Cucamonga, CA 91739

By_____
Title: Ellen Lee

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Lapis Enterprise-Jewelry
Location/Space: Carnival of Products #119

Agreement No: **17125**
Date: May 5, 2017

Handmade Personalized Name:
Necklaces
Bracelets

Women's:
Charms
Lockets
Necklaces
Handmade Beaded Bracelets

REVIEWED_____ AGREEMENT NO. **17171**
APPROVED_____ DATE **May 5, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Pristine Systems, Inc. dba Gadgets and Neat Stuff** (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: **7/01/2017-7/30/2017** 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 #612, #613**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Carnival of Products	20' x 8'	Inline	$3,787.00
Camping 1 Space			$ 875.00

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
First Payment	5/19/2017	$2,331.00
Final Payment	6/09/2017	$2,331.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$4,662.00

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.

Pristine Systems, Inc. dba Gadgets and Neat Stuff
473 South River Road, #110
Saint George, UT 84790

By_____
Title: Jeff Thornberry

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Pristine Systems, Inc. dba Gadgets and Neat Stuff Agreement No: **17171**
Location/Space: Carnival of Products #612, #613 Date: May 5, 2017

Personal Care Tools:
Shaving Brushes, Soap and Razors
Beard and Moustache Grooming Accessories
Magnifying Mirrors
Manicure and Pedicure Implements
Miracle Oil Brand Cuticle Oil
Nail Files
Barber Shears

Magnifiers and Optics:
Binoculars
Magnifying Glasses
Loupes
Magnifying Mirrors

Household, Hobby and Outdoor Tools and Equipment:
Shears
Scissors
Flashlights
Toothpaste Tube Rollers
Eyeglass Holders
Magnetic Reader Rest
Hiking Stick with Monopod
Professional Officiating and Survival Whistles
Jewelry Making Tools
Forceps
Hemostats

Gadgets and Tools:
Work Sharp Guided Field Sharpener
Light Switch-Cordless Light
Flip It Cap
FunAll Bottle Drains
Reusable Shopping Bags

REVIEWED_____ AGREEMENT NO. **17186**
APPROVED_____ DATE **May 2, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **SoCal Arts dba Discount Pictures Mart** (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: **7/01/2017-8/15/2017** 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 #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.

Description	Size	Space Type	Charges
Country Lane	20' x 20'	Inline	$8,775.00

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
First Payment	5/19/2017	$4,387.50
Final Payment	6/09/2017	$4,387.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$8,775.00

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.

SoCal Arts dba Discount Pictures Mart
2985 E. Harwell Road
Gilbert, AZ 85234

By_____
Title: Hoang Ly

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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 Arts dba Discount Pictures Mart
Location/Space: Country Lane #7

Agreement No: **17186**
Date: May 2, 2017

Framed and Frameless Art Pieces:
Wall Hangings
Sports Art
Lithographs
Comic Art
Inspirational Art
Local Artists' Work
Music Posters
Movie Posters
Vintage Hollywood

Frames

REVIEWED_____ AGREEMENT NO. **17205**
APPROVED_____ DATE **April 28, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's/Mac-Microphone** (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: **7/01/2017-8/15/2017** 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 #603**
3. The purpose of occupancy shall be limited to *(see attached Products and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Size	Space Type	Charges
Festival of Products	10' x 10'	Inline	$3,800.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	5/12/2017	$1,900.00
Final Payment	5/24/2017	$1,900.00
	Total:	$3,800.00

*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, 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

By_____
Title: Michael Coffee

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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-Microphone
Location/Space: Festival of Products #603

Agreement No: **17205**
Date: April 28, 2017

Karaoke Microphone
DJ Lights

REVIEWED_____ AGREEMENT NO. **17218**
APPROVED_____ DATE **May 2, 2017**

COMMERCIAL
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Tropical Garden Furniture, 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: **7/01/2017-8/15/2017** 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 #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.

Description	Size	Space Type	Charges
Country Lane	20' x 20'	Inline	$8,775.00

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
First Payment	5/19/2017	$4,387.50
Final Payment	6/09/2017	$4,387.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$8,775.00

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.

Tropical Garden Furniture, Inc.
884 Muender Avenue
Sunnyvale, CA 94086

By_____
Title: Anita Manuel

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Tropical Garden Furniture, Inc.
Location/Space: Country Lane #3

Agreement No: **17218**
Date: May 2, 2017

Bamboo Tiki Gazebos
Bamboo Tiki Bars
Tiki Benches
Tiki Stools
Wood Masks
LED Cherry Blossom Trees

OC FAIR & EVENT CENTER
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17513	June's Java Break, Inc. dba Maui Wowi Hawaiian	Hawaiian Coffee Smoothies: Strawberry Banana, Mango Orange, Pina Colada; Ghiradelli Hot Chocolate	Livestock Lane	7/1/2017-8/15/2018	12' x 12'	$1,500.00
17518	C&C Concessions, Inc.-The Ranch	BBQ sandwich:tri tip, pork, chicken, beef clod, deep fried hamburgers, pork chop sandwich, deep fried hot dog, fries, sweet potato fries, onion rings, pork chop on a stick, chicken tenders, beans, fried dill pickles, ranch dressing, soft drinks, lemonade, coffee, bottled water.	Country Meadows	7/1/2017-8/15/2017	60' x 30'	$2,500.00
17519	C&C Concessions, Inc.-The Hook	Chicken wings traditional or boneless, sliders, shredded chicken taquitos & guacamole, Chicken empanadas w/sauce, chicken chimichanga w/sauce, fries, onion rings, coleslaw,carrot & celery sticks, ranch dressing, bleu cheese dressing, soft drinks, lemonade,water.	Country Meadows	7/1/2017-8/15/2018	25' x 25'	$2,500.00
17533	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Country Meadows	7/1/2017-8/15/2018	20' x 30'	$2,500.00
17534	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Livestock Lane	7/1/2017-8/15/2019	20' x 30'	$3,375.00
17535	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Main Mall	7/1/2017-8/15/2017	20' x 30'	$2,500.00
17537	Event Food Services U.S.A., Inc.	ICEE, hot dogs, chili hot dog, Frito boat, water	Midway Ave	7/1/2017-8/15/2017	16' x 16'	$2,500.00
17544	J.L.Q. Concessions dba Pepe's Mariscos	Fresh Mexican Food: Fish: Shrimp and Campechana cocktails; Tostados: Fish, Shrimp, Mixta, Fish Ceviche; Tacos: Grilled Fish, Fried Shrimp, Beef (Asada), Girlled Chicken, Al Pastor; Burritos: Veggie, Beef, Grilled Chicken, Supreme; Quesadillas: Cheese, Beef, Grilled Chicken, Supreme; Chips with Salsa, Ceviche, Nachos, Nacho Supreme, Special Nachos; Mexican Sandwiches: Beef or chicken Torta; Fruit Cups, Tostilocos Mangonada; Mexican Water, sodas, water	Main Mall	7/1/2017-8/15/2017	33' x 17'	$4,250.00
17556	L & L Concessions, Inc.-Ice Cream	Ice cream: soft serve cones, banana splits, waffle cone sundaes, fudge brownie sundaes, malts and shakes, sodas, water	Midway Ave	7/1/2017-8/15/2017	20' x 18'	$2,500.00
17558	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, water	Carnival of Products	7/1/2017-8/15/2017	20' x 8'	$2,500.00
17566	Old Country Store-Candyville	Bulk Candies, Lollipops, Chocolate, Sugar Free Candy	Carnival of Products	7/1/2017-8/15/2018	20' x 8'	$3,375.00

OC FAIR & EVENT CENTER
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17567	Old Country Store-Candyville	Bulk Candies, Lollipops, Chocolate, Sugar Free Candy	Festival of Products	7/1/2017-8/15/2017	20' x 10'	$2,500.00
17570	PHD and Me	Sno-Cones and Shave Ice with choice of one or two flavors; Bottled Water	Main Mall	7/1/2017-8/15/2017	20' x 10'	$2,500.00
17571	Planet Popcorn, Inc.	Gourmet flavored popcorn	Park Plaza	7/1/2017-8/15/2017	30' x 25'	$2,500.00
17572	Planet Popcorn, Inc. - Planet Crepes	Sweet and savory crepes	Park Plaza	7/1/2017-8/15/2017	12' x 25'	$2,500.00
17574	Rainbow/Blue and White Concessions	Hamburgers: 1/4 and 1/2 pound, Cheeseburgers: 1/4 pound, Kart Wheel (Deep Fried Burger), Hot Dogs: Mile Long, 1/4 pound; Cheese Curds, Fries, Chili or Cheese Fries, Chili and Cheese Fries add Jalapenos or Kraut; Combo Meals: Hamburger, Hot Dog or Kid's Meal; Soft Drinks, Flavored Lemonades, Coffee and Bottled Water.	Country Lane	7/1/2017-8/15/2017	30' x 20'	$4,250.00
17575	Ray Cammack Shows, Inc.	20 food stands	Various Locations	7/1/2017-8/15/2017	Various	$50,000
17586	Sharp Concepts, Inc. dba Good Ol' Burgers	Good Ol' Burger with or without Cheese, Combo Plate: 1/2 Pound Burger, Fries and Medium Drink; Kid's Meal; Philly Steak and Cheese, 1/2 lb. Hot Dog, Fries with or without Chili or Cheese, Garlic Fries, Monster Pretzel, Sodas, Iced Tea, Lemonade and Bottled Water.	Family Fair Way	7/1/2017-8/15/2017	20' x 20'	$3,375.00
17588	Terri's Berries, Inc.	Fresh Produce, Caramel Apples, Chocolate-Dipped Licorice, Marshmallows, Rice Krispie Treats,Strawberry, Chocolate Fruit Bars, Granola & fruit yogurt, Fruit Drinks, Smoothies, Lemon Lime Freeze, Mocha Freeze, Strawberry Shortcake; Sodas and Water	Centennial Way	7/1/2017-8/15/2018	40' x 20'	$4,250.00
17594	Destroy Productions dba Hawaiian Chicken Bowls	Hawaiian Chicken Bowls: Tiki Bowl, Luau Bowl, Hawaii Orange Bowl, Veggie Bowl, Coconut Shrimp Platter, Soft Drinks, Bottled Water	Country Meadows	7/1/2017-8/15/2017	20' x 20'	$2,500.00

REVIEWED_____ AGREEMENT NO. **17513**
APPROVED_____ DATE **May 9, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

June's Java Break, Inc. dba Maui Wowi Hawaiian (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: **7/1/2017-8/15/2017** 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: **MW #3** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	12' x 12'	Mobile Food - Cart	$1,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/26/2017	$750.00
Final Payment	6/16/2017	$750.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$1,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

June's Java Break, Inc. dba Maui Wowi Hawaiian
346 South Tracy Lane
Orange, CA 92869

By_____DATE_____
Title: June Padua

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

June's Java Break, Inc. dba Maui Wowi Hawaiian Agreement No: **17513**
Location/Space: Memorial Way #3 Date: May 9, 2017

Smoothies:
Strawberry Banana
Mango Orange
Pina Colada
Cappuccino
Hawaiian Breeze (Strawberry and Mango Orange)
Wistful Waikiki (Strawberry and Pina Colada)

Coffees & Hot Cocoa:
Hawaiian 100% Kona Coffee - Hot
Iced Coffee
Hot Chocolate

Variety of Regular and Sugar Free Flavored Syrups

REVIEWED_____ AGREEMENT NO. **17518**
APPROVED_____ DATE **April 27, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **C&C Concessions, Inc.-The Ranch** (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: **7/1/2017-8/15/2017** 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: **CM #7** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, Mondays and Tuesdays Dark during Fair. Renter is given successive option year number two (2) of three (3) to renew the terms of this Agreement, with same terms and conditions of this Agreement (the "Renewal Term"), provided, however, the rent during each such Renewal Term shall be as follows: current 2017 and prevailing 2018 concession rental rates. Such options must be exercised by Renter's giving of a written notice of renewal to Association, not more than sixty (60) days after the expiration of the Initial Term, or any Renewal Term of this Agreement. The space number assigned to Renter under the Initial Term of this Agreement is not guaranteed during either Renewal Term and space selection will be evaluated on an annual basis. The Association shall maintain sole and exclusive discretion to accept or reject Renter's exercise of a Renewal Term option. The Association reserves the right to adjust the financial terms, concession location, and any other terms and conditions of this Agreement upon Renter's election to renew the Agreement.

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 Initial Term or any Renewal Term.

4. Renter shall participate in any and all special promotions as 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.

Description	Size	Space Type	Charges
Guaranteed Payment	60' x 30'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/12/2017	$1,250.00
Final Payment	6/05/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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 included attached to 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 attached 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.

C&C Concessions, Inc.
2700 First Street
La Verne, CA 91750

By_____DATE_____
Title: Charles Giordano

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

C&C Concessions, Inc.-The Ranch Agreement No: **17518**
Location/Space: Country Meadows #7 Date: April 27, 2017

BBQ Sandwiches:
Tri Tip
Pork
Chicken

Deep Fried:
Bayou Burger
Wrangler Burger
Hot Dog

Cheeseburger – Applewood Smoked Bacon or Classic
Appalachian Pork Chop Sandwich
Pork Chop on a Stick
Chicken Tenders
Pig Trough
Cowboy Fries
Fried Dill Pickles with Ranch Dressing
Sweet Potato Fries
French Fries
Onion Rings
Ranch Beans
Coleslaw

Beverages:
Soft Drinks
Lemonade
Bottled Water

REVIEWED_____ AGREEMENT NO. **17519**
APPROVED_____ DATE **April 27, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **C&C Concessions, Inc.-The Hook** (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: **7/1/2017-8/15/2017** 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: **CM #6** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	25' x 25'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/12/2017	$1,250.00
Final Payment	6/05/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

C&C Concessions, Inc.
2700 First Street
La Verne, CA 91750

By_____DATE_____
Title: Charles Giordano

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

C&C Concessions, Inc.-The Hook Agreement No: **17519**
Location/Space: Country Meadows #6 Date: April 27, 2017

Fish & Chips
Beer Battered Shrimp & Chips
Fried Clams & Chips
Calamari & Chips
Popcorn Shrimp & Chips

Fish Taco
Shrimp Taco

Plates:
Fish – Hand Battered Cod
Beer Battered Shrimp
Fried Clams
Calamari

Piece of Fish – Hand Battered Cod
French Fries
Onion Rings
Hush Puppies
Pico Slaw

Soft Drinks
Lemonade
Bottled Water

REVIEWED_____ AGREEMENT NO. **17533**
APPROVED_____ DATE **April 27, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (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: **7/1/2017-8/15/2017** 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: **CW #5** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/12/2017	$1,250.00
Final Payment	6/05/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Don Crutchfield Concessions
4726 Farm Road 38N
Brookston, TX 75421

By_____DATE_____
Title: Don Crutchfield

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Don Crutchfield Concessions Agreement No: **17533**

Location/Space: Centennial Way #5 Date: April 27, 2017

Corn Dog
Jumbo Corn Dog
Cheese on a Stick
Fresh Lemonade
Bottled Water

REVIEWED_____ AGREEMENT NO. **17534**
APPROVED_____ DATE **April 27, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Don Crutchfield Concessions (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: **7/1/2017-8/15/2017** 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: **LL #7** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	$2,500.00
Camping 1 Space			$ 875.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/12/2017		$1,687.50
Final Payment	6/05/2017		$1,687.50
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$3,375.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Don Crutchfield Concessions
4726 Farm Road 38N
Brookston, TX 75421

By_____DATE_____
Title: Don Crutchfield

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Don Crutchfield Concessions Agreement No: **17534**

Location/Space: Livestock Lane #7 Date: April 27, 2017

Corn Dog
Jumbo Corn Dog
Cheese on a Stick
Fresh Lemonade
Bottled Water

REVIEWED_____ AGREEMENT NO. **17535**
APPROVED_____ DATE **April 27, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (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: **7/1/2017-8/15/2017** 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: **MM #18** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/12/2017	$1,250.00
Final Payment	6/05/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Don Crutchfield Concessions
4726 Farm Road 38N
Brookston, TX 75421

By_____DATE_____
Title: Don Crutchfield

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Don Crutchfield Concessions Agreement No: **17535**

Location/Space: Main Mall #18 Date: April 27, 2017

Corn Dog
Jumbo Corn Dog
Cheese on a Stick
Fresh Lemonade
Bottled Water

REVIEWED_____ AGREEMENT NO. **17537**
APPROVED_____ DATE **April 14, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Event Food Services U.S.A., 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: **7/1/2017-8/15/2017** 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: **MA #4** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	16' x 16'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Event Food Services U.S.A., Inc.
1412 Bush Street
San Diego, CA 92129

By_____DATE_____
Title: Chris Swanson

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Event Food Services U.S.A., Inc. Agreement No: **17537**
Location/Space: Midway Ave #4 Date: April 14, 2017

Beverages:
ICEE
Bottled Water

Hot Dog
Chili Dog
Frito Boat
Combo Meal

REVIEWED_____ AGREEMENT NO. **17544**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

J.L.Q. Concessions dba Pepe's Mariscos (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: **7/1/2017-8/15/2017** 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: **MM #19** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, Mondays and Tuesdays Dark during Fair. Renter is given successive option year number two (2) of three (3) to renew the terms of this Agreement, with same terms and conditions of this Agreement (the "Renewal Term"), provided, however, the rent during each such Renewal Term shall be as follows: current 2017 and prevailing 2018 concession rental rates. Such options must be exercised by Renter's giving of a written notice of renewal to Association, not more than sixty (60) days after the expiration of the Initial Term, or any Renewal Term of this Agreement. The space number assigned to Renter under the Initial Term of this Agreement is not guaranteed during either Renewal Term and space selection will be evaluated on an annual basis. The Association shall maintain sole and exclusive discretion to accept or reject Renter's exercise of a Renewal Term option. The Association reserves the right to adjust the financial terms, concession location, and any other terms and conditions of this Agreement upon Renter's election to renew the Agreement.

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 Initial Term or any Renewal Term.

4. Renter shall participate in any and all special promotions as 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.

Description	Size	Space Type	Charges
Guaranteed Payment	33' x 17'	Mobile Food - Trailer	$2,500.00
Camping 2 Spaces			$1,750.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/19/2017	$2,125.00
Final Payment	6/09/2017	$2,125.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$4,250.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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 included attached to 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 attached 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.

J.L.Q. Concessions dba Pepe's Mariscos
11719 E. Ashlan
Sanger, CA 93657

By_____DATE_____
Title: Lola Ramirez

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

J.L.Q. Concessions dba Pepe's Mariscos Agreement No: **17544**
Location/Space: Main Mall #19 Date: May 2, 2017

Fresh Mexican Food:

Cocktails:
Shrimp
Shrimp with Octopus
Campechana
Tostadas:
Fish Ceviche
Shrimp Ceviche
Mixta
Shrimp Tostada Plate
Tacos:
Grilled Fish
Fried Shrimp
Beef (Asada)
Grilled Chicken
Al Pastor
Combo Plates
Burritos:
Veggie
Beef
Grilled Chicken
Supreme
Quesadillas:
Cheese
Beef
Grilled Chicken
Supreme
Nachos:
Cheese Only
Beef
Chicken
Supreme
Special
Mexican Sandwiches:
Beef Torta
Chicken Torta

Chips & Salsa
Chips & Ceviche
Fruit Cups
Tostilocos
Mangonada

Beverages:
Mexican Water
Soft Drinks
Bottled Water

REVIEWED_____ AGREEMENT NO. **17556**
APPROVED_____ DATE **April 14, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

L & L Concessions, Inc.-Ice Cream (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: **7/1/2017-8/15/2017** 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: **MA #8** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 18'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

L & L Concessions, Inc.
2130 Walnut Street
La Verne, CA 91750

By_____DATE_____
Title: Don Long

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

L & L Concessions, Inc.-Ice Cream Agreement No: **17556**
Location/Space: Midway Ave #8 Date: April 14, 2017

Soft Serve Ice Cream:
Cone or Cup
Monster Cone
Banana Split
Sundaes
Waffle Cone Sundaes
Fudge Brownie Sundae
Strawberry Shortcake Sundae
Malts
Shakes
Root Beer Float
Root Beer Freeze

Frozen Banana
Hand Dipped Ice Cream Bar

Beverages:
Soft Drinks
Bottled Water

REVIEWED_____ AGREEMENT NO. **17556**
APPROVED_____ DATE **April 14, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

L & L Concessions, Inc.-Ice Cream (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: **7/1/2017-8/15/2017** 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: **MA #8** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 18'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

L & L Concessions, Inc.
2130 Walnut Street
La Verne, CA 91750

By_____DATE_____
Title: Don Long

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

L & L Concessions, Inc.-Ice Cream Agreement No: **17556**
Location/Space: Midway Ave #8 Date: April 14, 2017

Soft Serve Ice Cream:
Cone or Cup
Monster Cone
Banana Split
Sundaes
Waffle Cone Sundaes
Fudge Brownie Sundae
Strawberry Shortcake Sundae
Malts
Shakes
Root Beer Float
Root Beer Freeze

Frozen Banana
Hand Dipped Ice Cream Bar

Beverages:
Soft Drinks
Bottled Water

REVIEWED_____ AGREEMENT NO. **17558**
APPROVED_____ DATE **May 5, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Leap of Faith Adventures, Inc. dba JK Dots (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: **7/1/2017-8/15/2017** 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: **CP #120, #121** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 8'	Temporary Food - Inline	$2,500.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/19/2017	$1,250.00
Final Payment	6/09/2017	$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Leap of Faith Adventures, Inc. dba JK Dots
935 Poinsettia Avenue, Suite #204
Vista, CA 92081

By_____DATE_____
Title: Karen Gary

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Leap of Faith Adventures, Inc. dba JK Dots Agreement No: **17558**
Location/Space: Carnival of Products #120, #121 Date: May 5, 2017

Dippin Dots Ice Cream, Yogurt and Non Dairy Ice Products:
Cup
Waffle Cone
Sundaes
Specialty Sundaes
Shakes
Fruit Smoothies
Floats
Frappes
Toppings

Beverages:
Soft Drinks
Bottled Water

REVIEWED_____ AGREEMENT NO. **17566**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Old Country Store-Candyville (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: **7/1/2017-8/15/2017** 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: **CP #103,104** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 8'	Temporary Food - Inline	$2,500.00
Camping 1 Space			$ 875.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/19/2017		$1,687.50
Final Payment	6/09/2017		$1,687.50
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$3,375.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Old Country Store-Candyville
24124 Nobe Street
Corona, CA 92883

By_____DATE_____
Title: Robert Riggs

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Old Country Store-Candyville Agreement No: **17566**

Location/Space: Carnival of Products #103,104 Date: May 2, 2017

Bulk Candy
Bulk Chocolate

REVIEWED_____ AGREEMENT NO. **17567**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Old Country Store-Candyville (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: **7/1/2017-8/15/2017** 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: **FP #607, #608** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 10'	Temporary Food - Inline	$2,500.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/19/2017		$1,250.00
Final Payment	6/09/2017		$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Old Country Store-Candyville
24124 Nobe Street
Corona, CA 92883

By_____DATE_____
Title: Robert Riggs

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Old Country Store-Candyville Agreement No: **17567**

Location/Space: Festival of Products #607, #608 Date: May 2, 2017

Bulk Candy
Bulk Chocolate

REVIEWED_____ AGREEMENT NO. **17570**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

PHD and Me (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: **7/1/2017-8/15/2017** 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: **MM #6** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	10'x20'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/19/2017		$1,250.00
Final Payment	6/09/2017		$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

PHD and Me
1937 N. Horseman Circle
Layton, UT 84040

By_____DATE_____
Title: Conny Everett

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

PHD and Me Agreement No: **17570**

Location/Space: Main Mall #6 Date: May 2, 2017

Shave Ice
Sweet Cream
Bottled Water

REVIEWED_____ AGREEMENT NO. **17571**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Planet Popcorn, 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: **7/1/2017-8/15/2017** 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: **PP #8** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	30' x 25'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/19/2017		$1,250.00
Final Payment	6/09/2017		$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Planet Popcorn, Inc.
876 W. 16th Street
Newport Beach, CA 92663

By_____DATE_____
Title: Sharla McBride

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Planet Popcorn, Inc. Agreement No: **17571**
Location/Space: Park Plaza #8 Date: May 2, 2017

Gourmet Flavored Popcorn in Two Sizes:
Kettle Corn
Butter
Kettle Corn/Caramel Glaze
Cheesey Cheddar
Chicago Style
Salted Caramel
Spicy Cheddar
Spicy Chicago
White Cheddar
White Chicago Style
Flavor of the Month

Gourmet Flavored Popcorn in One Size:
Chocolate Drizzle
Birthday Cake

Beverages:
Soft Drinks
Bottled Water

REVIEWED_____ AGREEMENT NO. **17574**
APPROVED_____ DATE **April 14, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Rainbow/Blue and White Concessions (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: **7/1/2017-8/15/2017** 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: **CL #25** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	30' x 20'	Mobile Food - Trailer	$2,500.00
Camping 2 Spaces			$1,750.00

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.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$2,125.00
Final Payment	6/5/2017	$2,125.00
		_____
*Payments received after the due date will be subject to a late fee of $100 per payment.	Total:	$ 4,250.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Rainbow/Blue and White Concessions
34428 Yucaipa Boulevard, #E-155
Yucaipa, CA 92399

By_____DATE_____
Title: Robert Hutchins

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Rainbow/Blue and White Concessions Agreement No: **17574**
Location/Space: Country Lane #25 Date: April 14, 2017

Hamburgers:
Hamburger (Quarter Pound)
Hamburger (Half Pound)
Cheeseburger (Quarter Pound)
Cheeseburger (Half Pound)
Kart Wheel (Deep Fried Burger)
Kid's Burger

Hot Dogs:
Hot Dog
Mile Long Dog
Quarter Pound Hot Dog

Cheese Curds
French Fries
Chili or Cheese Fries
Chili and Cheese Fries
Nachos with Cheese
Add Chili, Cheese, Kraut or Jalapenos to Any Item

Kid's Meal Deal-Junior Burger and Small Soft Drink
Combo Meals-Any item with Fries and Small Soft Drink

Beverages:
Soft Drinks
Flavored Lemonade
Coffee
Bottled Water

REVIEWED_____ AGREEMENT NO. **17575**
APPROVED_____ DATE May 2, 2017

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: **7/1/2017-8/15/2017** 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 **7/1/2017 to 8/15/2017**, (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.

Description	Space Type	Charges
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.

Schedule	Due Date
Signed Rental Agreement Due	6/09/2017

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 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

By_____DATE_____
Title: Guy Leavitt

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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. Agreement No: **17575**

Location/Space: 20 Concession Stands Located Throughout Kidland and Main Carnival Areas

Date: May 2, 2017

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
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.

REVIEWED_____ AGREEMENT NO. **17586**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Sharp Concepts, Inc. dba Good Ol' Burgers (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: **7/1/2017-8/15/2017** 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: **FFW #10** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	$2,500.00
Camping 1 Space			$ 875.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/19/2017		$1,687.50
Final Payment	6/09/2017		$1,687.50
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$ 3,375.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Sharp Concepts, Inc. dba Good Ol' Burgers
P.O. Box 3767
Paso Robles, CA 93447

By_____DATE_____
Title: Roger Sharp

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Sharp Concepts, Inc. dba Good Ol' Burgers Agreement No: **17586**
Location/Space: Family Fair Way #10 Date: May 2, 2017

Good Ol' Burgers with or without Cheese
Combo Plate: 1/2 Pound Burger, Fries and Medium Drink
Fries
Fries with Cheese
Fries with Chili and Cheese
Garlic Fries
Flaming Onions
Grilled Artichokes

Beverages:
Soft Drinks
Iced Tea
Lemonade
Bottled Water

REVIEWED_____ AGREEMENT NO. **17588**
APPROVED_____ DATE **April 27, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Terri's Berries, 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: **7/1/2017-8/15/2017** 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: **CW #3** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	40' x 20'	Mobile Food - Trailer	$2,500.00
Camping 2 Spaces			$1,750.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/12/2017		$2,125.00
Final Payment	6/05/2017		$2,125.00
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$4,250.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Terri's Berries, Inc.
1308 Via Terrassa
Encinitas, CA 92024

By_____DATE_____
Title: Terri Crutchfield

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Terri's Berries, Inc. Agreement No: **17588**
Location/Space: Centennial Way #3 Date: April 27, 2017

Fresh Fruit Bowl
Fresh Sliced Fruit Cups
Granola and Fruit Yogurt Bowl
Big Mixed Bowl with Chocolate
Grand Big Mixed Fresh Fruit Bowl with Chocolate
Strawberry Shortcake
Chocolate Bar with Fresh Fruit
Chocolate and Fruit Barque Candy Bar
Chocolate Covered Oreo
Chocolate Pretzel
Caramel and Chocolate Pretzel
Gourmet Caramel Apples

Chocolate Dipped:
Strawberry
Strawberry Bowl
Marshmallow Stick
Rice Krispie Treat
Licorice

Beverages:
Fruit Smoothies
Mocha Freeze
Lemon Lime Freeze
Fruit Waters
Fruit Fizz Drinks
Coffee
Bottled Soft Drinks
Bottled Water

REVIEWED_____ AGREEMENT NO. **17594**
APPROVED_____ DATE **May 2, 2017**

CONCESSION
RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

Destroy Productions dba Hawaiian Chicken Bowls (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: **7/1/2017-8/15/2017** 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: **PP #2** (the "Premises").

AGREEMENT

1. The term of this Agreement shall be from **7/1/2017 to 8/15/2017**, (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.

Description	Size	Space Type	Charges
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	$2,500.00

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.

Payment Schedule	Due Date		Amount
First Payment	5/19/2017		$1,250.00
Final Payment	6/09/2017		$1,250.00
*Payments received after the due date will be subject to a late fee of $100 per payment.		Total:	$2,500.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment 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 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.

Destroy Productions dba Hawaiian Chicken Bowls
P.O. Box 2256
Valley Center, CA 92082

By_____DATE_____
Title: Troy or Desteen Stroh

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

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.

Destroy Productions dba Hawaiian Chicken Bowls Agreement No: **17594**
Location/Space: Park Plaza #2 Date: May 2, 2017

Hawaiian Chicken Bowls:
Tiki Bowl
Luau Bowl
Hawaiian Orange Bowl

Veggie Bowl
Coconut Shrimp Platter

Beverages:
Soft Drinks
Bottled Water

OC FAIR & EVENT CENTER

INDEPENDENT AMUSEMENT RENTAL AGREEMENTS FOR BOARD APPROVAL

MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17631	Dandy Souvenirs	Souvenir items:Inflatables, Plush, Funny Hats and Caps, Bubble Blowers, Lighted Wands, Sabers, Parasols.	Country Lane, Fair Square, Main Mall, Livestock Lane, Family Fair Way	7/1/2017-8/15/2017	10' x 10'	$48,750.00
17633	Foote Massage Company	Foote Massage Machines	Individual units throughout grounds.	7/1/2017-8/15/2017	8'x 5'	$6,995.00
17634	Foote Photo Company	Photo Booths	South Lawn, Livestock Lane, Centennial Way	7/1/2017-8/15/2017	25' x 5'	$4,250.00
17635	Happy Day Pony Ride, Inc.	Pony Rides, Pony Photos	Country Meadows	7/1/2017-8/15/2017	30' x 30'	$9,450.00
17636	JCD Enterprises dba SkyRiver Butterflies	Interactive Butterfly Exhibit, Butterfly Feeding Sticks, Butterfly Photo Buttons	Crafter's Village	7/1/2017-8/15/2017	25' x 20'	$6,740.00
17637	On Trend Apparel, Inc.	Tees and Sweats: Toddler, Youth, Adult; Collectibles:Shot Glasses, Coffee Mugs, Magnets, Hats, Visors, Plush	Centennial Way	7/1/2017-8/15/2017	20' x 25'	$2,500.00
17638	On Trend Apparel, Inc.	Tees and Sweats: Toddler, Youth, Adult; Collectibles:Shot Glasses, Coffee Mugs, Magnets, Hats, Visors, Plush	Main Mall	7/1/2017-8/15/2017	35' x 20'	$2,500.00
17639	On Trend Apparel, Inc.	Tees and Sweats: Toddler, Youth, Adult; Collectibles:Shot Glasses, Coffee Mugs, Magnets, Hats, Visors, Plush	Fair Square	7/1/2017-8/15/2017	20' x 30'	$2,500.00
17640	On Trend Apparel, Inc.	Tees and Sweats: Toddler, Youth, Adult; Collectibles:Shot Glasses, Coffee Mugs, Magnets, Hats, Visors, Plush	South Lawn	7/1/2017-8/15/2017	20' x 30'	$2,500.00
17641	On Trend Apparel, Inc.	Tees and Sweats: Toddler, Youth, Adult; Collectibles:Shot Glasses, Coffee Mugs, Magnets, Hats, Visors, Plush; Dog Line; Wind Chimes	Main Mall	7/1/2017-8/15/2017	6'x6'x7.5'	$750.00
17642	Outdoor Exhibits-Giant Horse and Giant Steer	Giant Horse, Giant Steer	Livestock Lane	7/1/2017-8/15/2017	30' x 20' 10' x 20'	$19,550.00
17643	Outdoor Exhibits-Giant Alligator	Giant Alligator	Livestock Lane	7/1/2017-8/15/2017	30' x 15'	$9,075.00
17644	Outdoor Exhibits-Miniature Horse	Miniature Horse	Livestock Lane	7/1/2017-8/15/2017	10' x 15'	$3,700.00
17645	Tucker's Pony Rides	Pony Rides, Pony Photos	Livestock Lane	7/1/2017-8/15/2017	35' x 35'	$6,825.00
17646	Vista Mobility, Inc.	Strollers, Wagons, Wheelchairs, Electric Scooters, Lockers	Fair Square, Family Fair Way, Livestock Lane	7/1/2017-8/15/2017	30' x 10'	$11,075.00

OC FAIR & EVENT CENTER

INDEPENDENT AMUSEMENT RENTAL AGREEMENTS FOR BOARD APPROVAL

MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17647	Amazon Wonders	Digital Photos with Birds	OC Lane	7/1/2017-8/15/2017	15' x 15'	$6,600

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17631**
DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Dandy Souvenirs** (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: **7/1/2017-8/15/2017** 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 #1; FS #3; FS #21; MM #31; LL #15; FFW #4**
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
Flat Fee Rate	10' x 10'	Merchandise	$47,000.00
Camping 2 Spaces			$ 1,750.00

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
First Payment	5/5/2017	$24,375.00
Final Payment	6/5/2017	$24,375.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$48,750.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.

A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.

8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.

9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**

14.This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

Dandy Souvenirs
2021 S. Sarah Street
Fresno, CA 93721

By_____
Title: Lucia Perez

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Dandy Souvenirs Agreement No: **17631**

Location/Space: Country Lane #1; Fair Square #3; Fair Square #21; Main Mall #31; Livestock Lane #15; Family Fair Way #4 Date: April 14, 2017

Inflatables:
Airplanes
Aliens
Batman
Bats and Hammers
Butterfly
Dolphins
Dora/Diego
Dragons
Ice Cream
Mermaids
Monkey
Owls
Panda
Pony
Scooby Doo
Spiderman
SpongeBob Characters
Superman
Unicorns
Zombies

Plush:
Bears
Dogs
Dora/Diego
Pandas
Pet on a Leash
Raccoons
Round Pets
SpongeBob

Light Up Toys:
Bubble Blower
Butterfly/Fairy Wand
Disco Ball Saber
Flower Wand
Heart Wand
Lanyards
Light Sticks-Small
Light Sabers/Tubes
Shark Swords
Spin Balls with Long Handle
Spin Balls with Short Handle
Star Wands
Strobe Sabers with Sound
Sword with Ball and Sound

Hats:
Cowboy/Sheriff Hat
Feather Hat
Fedora Hat
Funky Big Brim Hat
Mohawk Wig
Newsboy/Baseball Cap
Straw Hats

Miscellaneous:
Bow and Arrow
Fan
Ninja Swords
Parasol
Shocking Toys
Trumpet/Stadium Horn

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17633**
DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Foote Massage Company** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **up to 75 individual units placed throughout the grounds.**
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
Flat Fee Rate	8'x 5'	Multiple Unit Amenity	$6,120.00
Camping 1 Space			$ 875.00

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
First Payment	5/5/2017	$3,497.50
Final Payment	6/5/2017	$3,497.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$6,995.00

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 by and on behalf of the parties hereto, the day and year first above written.

Foote Massage Company
50855 Washington Street, PMB #241
La Quinta, CA 92253

By_____
Title: Kenneth Skurski

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Foote Massage Company Agreement No: **17633**

Location/Space: Up to 75 Individual Units Placed Throughout the Grounds Date: April 14, 2017

Footsie Wootsie Foot Massage Chairs

REVIEWED_____ AGREEMENT NO. **17634**
APPROVED_____ DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Foote Photo Company** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **CW #6; LL #13A; SL #11**
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
Guaranteed Payment	25' x 5'	Photo Service	$2,500.00
Camping 2 Spaces			$1,750.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Guarantee against 21% of Gross Sales (net of sales tax), whichever is greater.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$2,125.00
Final Payment	6/5/2017	$2,125.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$4,250.00

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 by and on behalf of the parties hereto, the day and year first above written.

Foote Photo Company
50855 Washington Street, PMB #241
La Quinta, CA 92253

By_____
Title: Robin Gray

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Foote Photo Company Agreement No: **17634**

Location/Space: Centennial Way # 6; Livestock Lane #13A; South Lawn #11 Date: April 14, 2017

Photo Booths

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17635**
DATE **April 14, 2017**

INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Happy Day Pony Ride, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **CM #12**
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
Flat Fee Rate	30' x 30'	Amusement	$7,700.00
Camping 2 Spaces			$1,750.00

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
First Payment	5/5/2017	$4,725.00
Final Payment	6/5/2017	$4,725.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$9,450.00

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 by and on behalf of the parties hereto, the day and year first above written.

Happy Day Pony Ride, Inc.
3025 Cherokee Road
Cherokee, CA 95965

By_____
Title: Chance Boeger

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Happy Day Pony Ride, Inc.
Location/Space: Country Meadows #12

Agreement No: **17635**
Date: April 14, 2017

Pony Rides
Pony Photos

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17636**
DATE **April 14, 2017**

INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **JCD Enterprises dba SkyRiver Butterflies** (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: **7/1/2017-8/15/2017** 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: **CV #9**
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
Crafter's Village	25' x 20'	Corner Amusement	$5,865.00
Camping 1 Space			$ 875.00

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
First Payment	5/5/2017	$3,370.00
Final Payment	6/5/2017	$3,370.00
	Total:	$6,740.00

*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, 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.

JCD Enterprises dba SkyRiver Butterflies
18925 Natalie Court
Castro Valley, CA 94546

By_____
Title: Rosemary Dailey

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

JCD Enterprises dba SkyRiver Butterflies
Location/Space: Crafter's Village #9

Agreement No: **17636**
Date: April 14, 2017

Interactive Butterfly Exhibit
Butterfly Feeding Sticks
Butterfly Photo Buttons

REVIEWED_____ AGREEMENT NO. **17637**
APPROVED_____ DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **On Trend Apparel, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **CW #11**
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
Guaranteed Payment	25' x 25'	Merchandise	$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for $0 - $100,000; 20% for $100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

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 by and on behalf of the parties hereto, the day and year first above written.

On Trend Apparel, Inc.
2447 East 58th Street
Vernon, CA 90058

By_____
Title: David Alpert

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

On Trend Apparel, Inc.
Location/Space: Centennial Way #11

Agreement No: **17637**
Date: April 14, 2017

T-shirts and Sweatshirts:
Toddler
Youth
Adult

Collectibles:
Coffee Mugs
Hats
Magnets
Pins
Plush
Shot Glasses
Souvenir Cups
Visors

Sundries:
Batteries
Chapstick®
Excedrin®
Feminine Hygiene Products
Motrin®
Sunscreen
Tylenol®

Disposable Cameras

REVIEWED_____ AGREEMENT NO. **17638**
APPROVED_____ DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **On Trend Apparel, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **MM #24**
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
Guaranteed Payment	35' x 20'	Merchandise	$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for $0 - $100,000; 20% for $100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

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 by and on behalf of the parties hereto, the day and year first above written.

On Trend Apparel, Inc.
2447 East 58th Street
Vernon, CA 90058

By_____
Title: David Alpert

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

On Trend Apparel, Inc.
Location/Space: Main Mall #24

Agreement No: **17638**
Date: April 14, 2017

T-shirts and Sweatshirts:
Toddler
Youth
Adult

Collectibles:
Beach Towels
Coffee Mugs
Hats
Magnets
Pins
Plush
Shot Glasses
Souvenir Cups
Visors

Sundries:
Batteries
Chapstick®
Excedrin®
Feminine Hygiene Products
Motrin®
Sunscreen
Tylenol®

Disposable Cameras

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17639**
DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **On Trend Apparel, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **FS #11**
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
Guaranteed Payment	20' x 30'	Merchandise	$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for $0 - $100,000; 20% for $100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

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 by and on behalf of the parties hereto, the day and year first above written.

On Trend Apparel, Inc.
2447 East 58th Street
Vernon, CA 90058

By_____
Title: David Alpert

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

On Trend Apparel, Inc.
Location/Space: Fair Square #11

Agreement No: **17639**
Date: April 14, 2017

T-shirts and Sweatshirts:
Toddler
Youth
Adult

Collectibles:
Coffee Mugs
Hats
Magnets
Pins
Plush
Shot Glasses
Souvenir Cups
Visors

Sundries:
Batteries
Chapstick®
Excedrin®
Feminine Hygiene Products
Motrin®
Sunscreen
Tylenol®

Disposable Cameras

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17640**
DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **On Trend Apparel, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **SL #11**
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
Guaranteed Payment	20' x 30'	Merchandise	$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for $0 - $100,000; 20% for $100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,250.00
Final Payment	6/5/2017	$1,250.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$2,500.00

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 by and on behalf of the parties hereto, the day and year first above written.

On Trend Apparel, Inc.
2447 East 58th Street
Vernon, CA 90058

By_____
Title: David Alpert

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

On Trend Apparel, Inc.
Location/Space: South Lawn #11

Agreement No: **17640**
Date: April 14, 2017

T-shirts and Sweatshirts:
Toddler
Youth
Adult

Collectibles:
Coffee Mugs
Hats
Magnets
Pins
Plush
Shot Glasses
Souvenir Cups
Visors

Sundries:
Batteries
Chapstick®
Excedrin®
Feminine Hygiene Products
Motrin®
Sunscreen
Tylenol®

Disposable Cameras

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17641**
DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **On Trend Apparel, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **MM #21**
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
Guaranteed Payment	6'x6'x7.5'	Merchandise	$750.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for $0 - $100,000; 20% for $100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$ 375.00
Final Payment	6/5/2017	$ 375.00
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$ 750.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.

A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.

8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.

9.It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**

14.This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

On Trend Apparel, Inc.
2447 East 58th Street
Vernon, CA 90058

By_____
Title: David Alpert

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

On Trend Apparel, Inc.
Location/Space: Main Mall #21

Agreement No: **17641**
Date: April 14, 2017

Hats
Mason Jars
Plush
Sunscreen
Wind Chimes

REVIEWED_____ AGREEMENT NO. **17642**
APPROVED_____ DATE **April 14, 2017**

INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Outdoor Exhibits-Giant Horse and Giant Steer** (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: **7/1/2017-8/15/2017** 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 #23, #24**
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
Livestock Lane	30' x 20'	Inline Amusement	$13,125.00
Livestock Lane	10' x 20'	Corner Amusement	$ 4,675.00
Camping 2 Spaces			$ 1,750.00

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
First Payment	5/5/2017	$9,775.00
Final Payment	6/5/2017	$9,775.00
	Total:	$19,550.00

*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, 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.

Outdoor Exhibits
3710 Pro Am Avenue E
Bradenton, FL 34203

By_____
Title: Karen Worley

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Outdoor Exhibits-Giant Horse and Giant Steer
Location/Space: Livestock Lane #23, #24

Agreement No: **17642**
Date: April 14, 2017

Giant Horse
Giant Steer

REVIEWED_____ AGREEMENT NO. **17643**
APPROVED_____ DATE **April 14, 2017**

INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Outdoor Exhibits-Giant Alligator** (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: **7/1/2017-8/15/2017** 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 #21**
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
Livestock Lane	30' x 15'	Inline Amusement	$8,200.00
Camping 1 Space			$ 875.00

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
First Payment	5/5/2017	$4,537.50
Final Payment	6/5/2017	$4,537.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$9,075.00

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 by and on behalf of the parties hereto, the day and year first above written.

Outdoor Exhibits
3710 Pro Am Avenue E
Bradenton, FL 34203

By_____
Title: Karen Worley

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Outdoor Exhibits-Giant Alligator
Location/Space: Livestock Lane #21

Agreement No: **17643**
Date: April 14, 2017

Giant Alligator

REVIEWED_____ AGREEMENT NO. **17644**
APPROVED_____ DATE **April 14, 2017**

INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Outdoor Exhibits-Miniature Horse** (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: **7/1/2017-8/15/2017** 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 #22**
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
Livestock Lane	10' x 15'	Inline Amusement	$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:

Payment Schedule	Due Date	Amount
First Payment	5/5/2017	$1,850.00
Final Payment	6/5/2017	$1,850.00
	Total:	$3,700.00

*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, 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.

Outdoor Exhibits
3710 Pro Am Avenue E
Bradenton, FL 34203

By_____
Title: Karen Worley

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Outdoor Exhibits-Miniature Horse
Location/Space: Livestock Lane #22

Agreement No: **17644**
Date: April 14, 2017

Miniature Horse

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17645**
DATE **April 14, 2017**

INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Tucker's Pony Rides** (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: **7/1/2017-8/15/2017** 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 #28**
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
Flat Fee Rate	35' x 35'	Amusement	$5,950.00
Camping 1 Space			$ 875.00

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
First Payment	5/5/2017	$3,412.50
Final Payment	6/5/2017	$3,412.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$6,825.00

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 by and on behalf of the parties hereto, the day and year first above written.

Tucker's Pony Rides
534 7th Street
Norco, CA 92860

By_____
Title: Don Tucker

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Tucker's Pony Rides
Location/Space: Livestock Lane #28

Agreement No: **17645**
Date: April 14, 2017

Pony Rides
Pony Photos

REVIEWED_____ AGREEMENT NO. **17646**
APPROVED_____ DATE **April 14, 2017**

MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Vista Mobility, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **FFW #1, FS #22, LL #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.

Description	Size	Space Type	Charges
Flat Fee Rate	30' x 10'	Mobility Service	$10,200.00
Camping 1 Space			$ 875.00

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
First Payment	5/5/2017	$5,537.50
Final Payment	6/5/2017	$5,537.50
*Payments postmarked after the due date will be subject to a late fee of $100 per payment.	Total:	$11,075.00

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 by and on behalf of the parties hereto, the day and year first above written.

Vista Mobility, Inc.
3946 Windemere Drive
Colgate, WI 53017

By_____
Title: Mark Lancaster

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Vista Mobility, Inc. Agreement No: **17646**

Location/Space: Family Fair Way #1, Fair Square #22, Livestock Lane #16 Date: April 14, 2017

Single Strollers
Double Strollers
Wagons
Oversized Wheelchairs
Scooters
Lockers

REVIEWED_____
APPROVED_____

AGREEMENT NO. **17647**
DATE **April 14, 2017**

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: **7/1/2017-8/15/2017** 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.

Description	Size	Space Type	Charges
OC Lane	15' x 15'	Inline Amusement	$6,600.00

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
First Payment	5/5/2017	$3,300.00
Final Payment	6/5/2017	$3,300.00
	Total:	$6,600.00

*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, 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
720 Charlie Taylor Road
Plant City, FL 33566

By_____
Title: Federico Delgado

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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: **17647**
Date: April 14, 2017

Digital Photos with Birds Only
5”x7” - $18
8”x10” - $20

OC FAIR & EVENT CENTER
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17726	Resort Vacations, Inc.	Vacation Ownership - Lead Generating Only	Family Fair Way	7/1/2017-8/15/2017	15'x 10'	$15,000.00

REVIEWED_____ AGREEMENT NO. **17726**
APPROVED_____ DATE **May 4, 2017**

PLATINUM
RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Resort Vacations, Inc.** (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/1/2017-8/15/2017** 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: **FFW #2**
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
Family Fair Way	15'x 10'	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:

Payment Schedule	Due Date	Amount
First Payment	5/19/2017	$7,500.00
Final Payment	6/09/2017	$7,500.00
*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 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.

Resort Vacations, Inc.
17682 Mitchell North, Suite #100
Irvine, CA 92614

By_____
Title: Rick Sargent, President

32nd District Agricultural Assocation
88 Fair Drive
Costa Mesa, CA 92626

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.

Resort Vacations, Inc.
Location/Space: Family Fair Way #2

Agreement No: **17726**
Date: May 4, 2017

Vacation Ownership

Lead Generating Only

EXHIBIT A

AGREEMENT NO. 17726

Renter:
Resort Vacations, Inc.
Seller's Permit Number: N/A
Taxpayer ID Number: 45-4918395
17682 Mitchell North, Suite #100
Irvine, CA 92614
(714) 361-3102
Rick Sargent, President

Space Description:
Family Fair Way – FFW #2 (15'x10')

Space Fee:
$15,000

Term: July 1, 2017 – August 15, 2017

Renter agrees that space(s) shall be used only for the purpose as follows:
Vacation Ownership (Lead Generating Only)

Renter Agrees:

1. To be a Platinum Partner from July 14, 2017 – August 13, 2017 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 June 9, 2017.
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 15, 2017.
5. That staff members shall comply with all requirements as follows:
    a. No staff member will promote Resort Vacations, 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. Vacation Ownership (product/service); FFW #2 (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 2017 OC Fair.

d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2017 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 2017 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 2017 OC Fair.

District Agrees:

1. To provide:
   a.150 square feet of space located at Family Fair Way (FFW #2).
2. To provide:
   a.One (1) 15'x10' square foot canopy for the space located at Family Fair Way (FFW #2).
3. To provide ten (10) 2017 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) 2017 OC Fair Working Credentials per booth for working staff (46 total working credentials).
5. To provide ten (10) 2017 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2017 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2017 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.

Resort Vacations, Inc.
17682 Mitchell North, Suite #100
Irvine, CA 92614

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

_____
Rick Sargent, President

_____
Michele A. Richards, VP, Business Development

OC FAIR & EVENT CENTER
JUDGING AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
VA-001-17	Keli Marchbank	Judging Young Adult Fine Art Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/7/17 & 8/12/17		$300.00
VA-002-17	Peggy McBreath	Judging Young Adult Fine Art Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/7/17 & 8/12/18		$300.00
VA-003-17	Tiffany Ma	Judging Young Adult Fine Art Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/7/17 & 8/12/19		$300.00
VA-004-17	Kirby Piazza	Judging Young Adult Fine Art Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/7/17 & 8/12/20		$300.00
VA-005-17	Monica Esperanza	Judging Woodworking Competition for the Visual Arts Exhibit	Fair	7/8/17 & 8/12/17		$300.00
VA-006-17	Michael Rafferty	Judging Woodworking Competition for the Visual Arts Exhibit	Fair	7/8/17 & 8/12/18		$300.00
VA-007-17	Fred Rose	Judging Woodworking Competition for the Visual Arts Exhibit	Fair	7/8/17 & 8/12/19		$300.00
VA-008-17	Amy Fox	Judging Fine Art Adult Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/10/17 & 8/11/17		$500.00
VA-009-17	Christian Ramirez	Judging Fine Art Adult Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/10/17 & 8/11/18		$500.00
VA-010-17	Trinh Mai	Judging Fine Art Adult Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/10/17 & 8/11/19		$500.00
VA-011-17	Art Ramirez	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/19		$500.00
VA-012-17	Kassel Row	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/20		$500.00
VA-013-17	Kurt Bayless	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/21		$500.00
VA-014-17	Raul Gonzales	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/22		$500.00
VA-015-17	Robbin Repp	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/23		$500.00
VA-016-17	Susan Spiritus	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/24		$500.00
VA-017-17	Tim Mathiesen	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/25		$500.00
VA-018-17	Mark Chamberlain	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/26		$500.00
VA-019-17	Jenny Lynn	Judging Adult Photography Competition for the Visual Arts Exhibit	Fair	6/6/17 - 6/9/17, 7/11/17 & 8/11/27		$500.00

OC FAIR & EVENT CENTER
JUDGING AGREEMENTS FOR BOARD APPROVAL
MAY 2017

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
VA-020-17	Art Ramirez	Judging Photo Shoot Out Competition for the Visual Arts Exhibit	Fair	7/23/2017		$100.00
VA-021-17	Kim VanDerHoek	Judging Plein Air Competition for the Visual Arts Exhibit	Fair	8/7/2017		$200.00
EX-001-17	Keli Marchbank	Judging Youth Fine Art Competition for the Explorium Exhibit	Fair	7/7/17 & 8/12/17		$100.00
EX-002-17	Peggy McBreath	Judging Youth Fine Art Competition for the Explorium Exhibit	Fair	7/7/17 & 8/12/18		$100.00
EX-003-17	Tiffany Ma	Judging Youth Photography Art Competition for the Explorium Exhibit	Fair	6/6/17 - 6/9/17, 7/7/17 & 8/12/17		$100.00
EX-004-17	Kirby Piazza	Judging Youth Photography Art Competition for the Explorium Exhibit	Fair	6/6/17 - 6/9/17, 7/7/17 & 8/12/18		$100.00

RSL
AA

Agreement # VA-001-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day **of May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Keli Marchbank,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Young Adult Fine Art Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Keli Marchbank
2954 Caylon Drive
Costa Mesa, CA 92626

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # VA-002-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Peggy McBreath,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Young Adult Fine Art Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Peggy McBreath
4860 Stonehaven Dr.
Yorba Linda, CA 92887

Date Judged_____

Coordinator's Signature

R
A

Agreement # VA-003-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Tiffany Ma**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Young Adult Fine Art Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Tiffany Ma
125 N. Broadway Apt #202.
Santa Ana, CA 92701

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # VA-004-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association,** an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Kirby Piazza,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Young Adult Fine Art Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Kirby Piazza
2485 Irvine Ave. #3
Costa Mesa, 92627

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # VA-005-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2016** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Mónica Esparza,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Woodworking Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge in-person award judging** beginning at **9 AM Saturday July 8th** and Judges' Night **August 12st at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Mónica Esparza
1023 Calle Sombra Suite G
San Clemente, CA. 92673

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # VA-006-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2016** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Michael Rafferty,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Woodworking Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge in-person award judging** beginning at **9 AM Saturday July 8th** and Judges' Night **August 12st at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Michael Rafferty
2700 Peterson Place Apt 19A
Costa Mesa, CA. 92626

Date Judged_____

_____
Coordinator's Signature

R_____

Agreement # VA-007-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association,** an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Fred Rose,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Woodworking Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge In-person award judging** beginning at **9 AM Saturday July 8th** and Judges' Night **August 12st at 3pm** for the total amount of **$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Fred Rose
1959 Orange Ave.
Costa Mesa, CA 92627

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # VA-008-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Amy Fox**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Adult Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Monday July 10th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Amy Fox
171 W. 2nd Street
Santa Ana, CA 92701

R
A

Agreement # VA-009-16

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State,** and **Chritian Ramirez,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Adult Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Monday July 10th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Christian Ramirez
2222 Laguna Canyon Rd. Unit c1
Laguna Beach, CA 92651

R
A

Agreement # VA-010-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Trinh Mai,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Adult Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Monday July 10th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Trinh Mai
125 N. Broadway
Santa Ana, CA 92701

R
A

Agreement # VA-011-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Art Ramirez,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Art Ramirez
24621 Via Tequilia
Lake Forest, CA 92630

R
A

Agreement # VA-012-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Kassel Row,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Kassel Row
537 S. Yorba St.
Orange, CA 92701

A

Agreement # VA-013-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Kurt Bayless,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Kurt Bayless
15641 Whiteoak Lane
Huntington Beach, CA 92647

R
A

Agreement # VA-014-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Raul Gonzales,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Raul Gonzales
12737 Cheshire St.
Norwalk, CA 90650

R
A

Agreement # VA-015-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Robin Repp**, party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Robin Repp
502 22nd Street
Huntington Beach, CA 92648

R
A

Agreement # VA-016-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Susan Spiritus,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Susan Spiritus
20351 Irvine Ave St. C-2
Newport Beach, CA 92660

R
A

Agreement # VA-017-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Tim Mathiesen,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Tim Mathiesen
28702 Charreadas
Laguna Niguel, CA 92677

R
A

Agreement # VA-018-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Mark Chamberlain,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Mark Chamberlain
235 Forest Ave.
Laguna Beach, CA 92651

R
A

Agreement # VA-019-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Jenny Lynn,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **June 6-9 for online judging, in-person award judging** beginning at **9 AM Tuesday July 11th** and Judges' Night **August 11th at 3pm** for the total amount of **$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
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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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Jenny Lynn
5927 E. Creekside Ave #10
Orange, CA 92869

R
A

Agreement # VA-020-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **13th** day of **May, 2016** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Art Ramirez,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Photo Shoot Out Competition for the Visual Arts Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge** on **Sunday July 23rd** beginning at **3 PM** for the total amount of **$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
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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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Art Ramirez
24621 Via Tequila
Lake Forest, CA 92651

R
A

Agreement # VA-021-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Kim VanDerHoek,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Plein Air Competition for the Visual Arts Exhibit at the **2016** OC Fair of said Association. Services to be provided by the **Judge** on **Sunday August 7th** beginning at **4:30 PM** for the total amount of **$200.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
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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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Date Judged_____

_____
Coordinator's Signature

Kim VanDerHoek
4109 E. Fernwood Ave.
Orange, CA 92869

R
A

Agreement # EX-001-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association,** an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State,** and **Keli Marchbank,** party of the second part, hereinafter called the **Judge.**

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Fine Art Competition for the Explorium Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge in-person award judging** beginning at **Noon Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

5. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
6. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
7. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
8. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

IN WITNESS WHEREOF: This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Keli Marchbank
2954 Caylon Drive
Costa Mesa, CA 92626

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # EX-002-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Peggy McBreath,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Fine Art Competition for the Explorium Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge in-person award judging** beginning at **Noon Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

5. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
6. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
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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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Peggy McBreath
4860 Stonehaven Dr.
Yorba Linda, CA 92887

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # EX-003-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Tiffany Ma**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Photography Art Competition for the Explorium Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge June 6-9 for online judging, in-person award judging** beginning at **Noon Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.).** Payment to be net 10 upon completion of agreement.

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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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Tiffany Ma
125 N. Broadway Apt #202,
Santa Ana, CA 92701

Date Judged_____

_____
Coordinator's Signature

R
A

Agreement # EX-004-17

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **11th** day of **May, 2017** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Kirby Piazza,** party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Photography Art Competition for the Explorium Exhibit at the **2017** OC Fair of said Association. Services to be provided by the **Judge June 6-9 for online judging, in-person award judging** beginning at **Noon Friday July 7th** and Judges' Night **August 12th at 3pm** for the total amount of **$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

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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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By_____
Michele Richards
Vice President, Business Development

_____
Judge's Signature

Kirby Piazza
2485 Irvine Ave. #3
Costa Mesa, 92627

Date Judged_____

_____
Coordinator's Signature

Board of Directors Agenda Report

MEETING DATE: MAY 25, 2017 **ITEM NUMBER:** 9A

SUBJECT: **Committee / Task Force / Liaison Reports**

DATE: May 19, 2017

FROM: Nick Berardino, Board Chair

PRESENTATION BY: Nick Berardino, Board Chair

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 agendized for a future Board meeting.

i. Centennial Farm Foundation Board (Director Cervantes)
ii. Heroes Hall Veterans Foundation Board (Chair Berardino, Director La Belle)
iii. Financial Monitoring Committee (Vice Chair Bagneris, Director Pham)
iv. Workers Memorial Task Force (Chair Berardino, Director Aitken)
v. 2017 OC Fair City Liaison Committee (Director La Belle, Director Cervantes)
vi. Legislative Monitoring Task Force (Chair Berardino, Director Aitken)
vii. Master Site Plan Task Force (Director La Belle, Director Ruiz)
viii. Tenant Liaison Committee (Director Tkaczyk, Chair Berardino)
ix. Consumer Initiatives Task Force (Director Tkaczyk, Vice Chair Bagneris)
x. Agricultural Committee (Director Mouet, Director Cervantes)
xi. Equestrian Center Task Force (Director Aitken, Director Tkaczyk)

Board of Directors Agenda Report

MEETING DATE: MAY 25, 2017 **ITEM NUMBER:** 9B

SUBJECT: **Present the OC Fair Patron Perfect Attendance Award**

DATE: May 19, 2017

FROM: Kathy Kramer, CEO

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

At the Board of Directors' discretion.

BACKGROUND

At the March 23, 2017 Board meeting, Vice Chair Bagneris suggested adding a Perfect Attendance Award for OC Fair guests who come to the fair every day.

Due to the State's strict rules regarding sweepstakes and contests, staff reached out to legal counsel for input. It was determined that as long as guests each received an award and/or accompanying prize, rather than having a drawing for a single grand prize, we would be in compliance with State regulations.

Staff began researching how best to execute the opportunity, and it was determined that the only way to verify whether or not a patron attended the OC Fair every day would be through scanning of the Super Pass (season pass).

The Super Pass Perfect Attendance Award will be given to all season pass holders that attend the 2017 OC Fair all 23 days. The prize for this achievement will be a Super Pass to the 2018 OC Fair.

Promotion of this new award will be done through all Super Pass print advertising, website listings, eblast banner ads and social media. Additionally, emails will be sent to current Super Pass holders to make them aware of the

opportunity to win the Super Pass Perfect Attendance Award. In addition, all winners will be invited to a Board of Directors meeting to be publicly recognized.

Board of Directors Agenda Report

MEETING DATE: MAY 25, 2017 **ITEM NUMBER:** 9C

SUBJECT: **Approval to Add Three Plaques to the Medal of Honor Courtyard at Heroes Hall**

DATE: May 19, 2017

FROM: Kathy Kramer, CEO

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

At the Board of Directors' discretion.

BACKGROUND

The Medal of Honor Courtyard at Heroes Hall is a work in progress. As we continue to identify veterans, we will be adding new memorial plaques honoring Orange County veterans making them part of this very special memorial.

For Board consideration, the creation of three new memorial plaques to be added to the Medal of Honor Courtyard at Heroes Hall, honoring the following veterans: Vincent H. Okamoto, Kazuo Masuda and the Marines and crew members of the El Toro Marine Air Station plane crash from 1965.

Vincent H. Okamoto, the most highly decorated Japanese American from the Vietnam War.

- On August 24, 1968, under heavy automatic weapons fire, then 2nd Lieutenant Okamoto, serving as a platoon leader with the 25th Infantry Division, moved with five of his men to restore a destroyed section of the perimeter after a ground attack was launched against his battalion near Dau Tieng. Realizing the need for supporting fire, he boarded a partially destroyed armored personnel carrier and manned its machinegun. After the weapon malfunctioned he ran through heavy enemy fire to a second and then a third carrier to place suppressing fire on the aggressors. Lieutenant Okamoto crawled under cover of small arms and automatic weapons fire to less than ten meters from the

communists and destroyed them with fragmentation grenades. Although wounded, he refused aid and kept fighting until the enemy force was defeated.

For his exceptionally valorous actions Lieutenant Okamoto was awarded the Distinguished Service Cross. Also during his deployment in Vietnam, becoming Captain Okamoto was also awarded the Silver Star, Bronze Star, Vietnamese Cross of Gallantry and Purple Heart with 2 Oak Leaf Clusters among other individual and unit citations.

In civilian life he has served many veterans and community organizations. Among many awards, he has received a commendation from President Ronald Reagan and on Veterans Day 2006 was honored as Los Angeles County Veteran of the Year. His distinguished legal career was culminated by his appointment in 2002 as a Superior Court Judge.

Kazuo Masuda was an Orange County resident and posthumously received in 1945 a Distinguished Service Cross.

- Kazuo Masuda was a member of the 442nd Regimental Combat Team and died while defending his men during an escape while taking on the enemy alone. His family was placed in an internment camp during the war and were warned by a group of men not to return to Orange County after being released from the camp at the end of the war. On hearing about this intimidation, the community in Orange County reached out to the Masuda family and made it possible for them to return.

  Recognizing the significance of the Masuda family story, the War Relocation Authority and War Department recruited General Joseph Stilwell to present Masuda's Distinguished Service Cross to Mary Masuda, Kazuo's sister, in a ceremony on December 10, 1945, at the family's farmhouse.

Marines and **Air Force** crew members from El Toro Marine Corps Air Station killed as their plane crashed on take-off from El Toro in 1965.

On June 25, 1965, 72 Marines and 12 crew members took off from El Toro Marine Corps Air Station in an Air Force C-135 Stratolifter and crashed into Loma Ridge. The airport tower lost contact with the plane immediately after giving clearance for takeoff. The huge jet disintegrated into flames on the hillside four miles away.

Among the 84 victims were 72 Marines en route to Okinawa, staging point for South Vietnam and the other 12 were the Air Force plane crew.

Board of Directors Agenda Report

MEETING DATE: MAY 25, 2017 **ITEM NUMBER:** 9D

SUBJECT: **Operational Update on Heroes Hall Programming and Projects**

DATE: May 19, 2017

FROM: Kathy Kramer, CEO

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Information Item

BACKGROUND

Since the Grand Opening of Heroes Hall on February 15, 2017, staff has been working on a number of initiatives to add both facilities improvements and programming.

Staff will present to the Heroes Hall Veterans Foundation, at their June Board meeting, a comprehensive project and programming wish list for Heroes Hall. We will evaluate from this list projects to be funded by Heroes Hall Veterans Foundation or OCFEC. The review of this list and what projects and programming will move forward will be part of the 2018 OCFEC operating budget process. Projects that are currently underway at Heroes Hall include:

- On May 18, 2017, Heroes Hall hosted high school and middle school history and social studies educators from throughout Orange County at our first Educators Night where attendees learned about the Heroes Hall school tours program launching in Fall, 2017. Complimentary bus transportation, provided by Heroes Hall Veterans Foundation, was offered to attendees.

- On May 23, 2017, Heroes Hall hosted a very special veterans performance through the Veterans in the Arts Initiative and presented by Arts Orange County in collaboration with Chance Theater. The performance featured five veterans who worked with Chance Theater professionals to craft their stories of service into a public showcase.

- Based on Board of Directors' approval, staff will be adding three new plaques to the Heroes Hall Medal of Honor Courtyard to honor Vincent Okamoto, the most highly decorated Japanese American from the Vietnam War; Kazuo Masuda, an Orange County resident who posthumously received the Distinguished Service Cross in 1945 for his service during World War II; and the 72 Marines and 12 crew members from El Toro Marine Corps Air Station who were killed as their plane crashed on take-off from El Toro in 1965. Project completion is estimated for Fall, 2017.

- Staff continues to recruit and train volunteer docents to interact with visitors to Heroes Hall. Patriotic uniforms have been ordered for these volunteers and staff, and will be available for the 2017 OC Fair.

- Heroes Hall will be showcased for the first time during the 2017 OC Fair. Programming will include a Heroes Postcard project where fair guests of all ages will be invited to write notes of support to veterans and men and women in active duty. Postcards will be distributed following the fair, providing a warm welcome and letting both veterans and those currently serving about the Heroes Hall museum.

- There will be nightly performances of taps at sunset – some by live performers – and a special video and lighting presentation each evening which will tell the Heroes Hall story to fair guests.

- Ongoing marketing and promotion of Heroes Hall continues through paid advertising, website listings, eblast banner ads, distribution of brochures to veterans groups and local hotel properties/resorts, press releases and social media.

- Staff continues to research possibilities for the next first-floor exhibition and will be announcing plans during the 2017 OC Fair.

- Staff has also located a potential video recording booth which will be used to record veterans' stories. This Story Booth will allow staff to create a video archive of veterans' experiences through their own voices. Installation is expected in Fall, 2017.

- Also in Fall 2017, Heroes Hall will be integrated into the Centennial Farm school tours. Kindergarteners and first-graders will visit Heroes Hall and participate in simple storytelling and learning activities to introduce them to the experiences of those who serve.

Board of Directors Agenda Report

MEETING DATE: MAY 25, 2017 **ITEM NUMBER:** 9E

SUBJECT: **Sponsorship Update**

DATE: May 19, 2017

FROM: Kathy Kramer, CEO

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Information Item

BACKGROUND

Staff will provide an update on sponsorship activities for Imaginology, 2017 OC Fair, Heroes Hall, Centennial Farm and Year-Round Property sponsorship.

Imaginology, 2017 celebrated a significant increase both in the number of sponsors and the revenue from those sponsorships with eight corporate brands supporting Imaginology with total cash and trade of $40,600 ($13,100 cash and $27,500 budget-relieving trade).

In comparison, Imaginology 2016 had five sponsors with total cash and trade of $4,525 ($3,500 cash and $1,025 budget-relieving trade).

Imaginology, 2017 sponsors included:

- Raising Cane's
- Chrysler
- IKEA
- John's Incredible Pizza
- Great Destinations
- Rockin' Jump
- ScholarShare
- YMCA

Sponsorship sales activity is robust as we lead into the 2017 OC Fair, with many deals nearing completion. Contracts already in place include:

2017 OC Fair, Heroes Hall, Centennial Farm
Southern California Toyota Dealers - $200,000 (cash)
Straub Distributing (Bud/Bud Light) - $85,000 (cash)
Albertson/Vons/Pavilions - $80,000 (cash)
Orange Crush – $51,896 (trade)
El Aviso - $32,850 (trade)
Verizon - $23,000 (cash)
Hilton/Irvine - $20,280 (trade)

Mobile Marketing Tours
CJ Foods - $10,000 (cash)

Year Round Property
Mesa Water District - $10,500 (cash)
Pepsi - $50,000 (cash)/up to $50,000 media trade)

Pending Sponsorship Opportunities
There is currently $1,129,026 (cash and trade) being negotiated.

This last 60 days prior to the opening of the OC Fair is very active in finalizing sponsorship opportunities that have not yet gone to contract. These opportunities include potential sponsorship of several key assets including Centennial Farm, Heroes Hall, The Hangar, Action Sports Arena, exhibit buildings and other areas.