

**OC FAIR & EVENT CENTER
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2017**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
17714	A Spice Above	Spices for Dips, Sandwich Spreads, Salad Dressings, Soups	Parade of Products	7/01/2017-8/15/2017	10' x 15'	\$15,000.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 17714
DATE May 24, 2017

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
A Spice Above (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 #17**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement, Exhibit A, Certificate of Insurance and Payment Due:	6/15/2017	\$15,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$15,000.00</u>

Signed Rental Agreement and Certificate of Insurance are due on or before the due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, 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.

A Spice Above
1139 Jeanne Court
Crown Point, IN 46307

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

By _____
Title: **Pete Benson, Owner**

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.

A Spice Above

Location/Space: Parade of Products #17

Agreement No: 17714

Date: May 24, 2017

Spices for:

Dips

Sandwich Spreads

Salad Dressings

Soups



EXHIBIT A

AGREEMENT NO. 17714

Renter:

A Spice Above

Seller's Permit Number: 262-776553

1139 Jeanne Court

Crown Point, IN 46307

(773) 960-3339

Pete Benson, Owner

Space Description/Designation:

Parade of Products – POP #17 (10'x15')

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:

Spices for: Dips, Sandwich Spreads, Salad Dressings, Soups

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 15, 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 25, 2017.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote A Spice Above outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Spices for: Dips, Sandwich Spreads, Salad Dressings, Soups (product/service); POP #17 (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 valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2017 OC Fair.

District Agrees:

1. To provide 150 square feet of space located in Parade of Products (POP #17).
2. To provide ten (10) 2017 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2017 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2017 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2017 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2017 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #17; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #17; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #17.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

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Crown Point, IN 46307

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Costa Mesa, CA 92626

Pete Benson, Owner

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