

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

JUNE 2017

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-048-17	626 Night Market	OC Night Market - Asian Food Festival	Food Festival	OC Promenade, Parking Lot I	06/14/17-06/19/17	\$100,262.67
R-049-17	626 Night Market	OC Night Market - Asian Food Festival	Food Festival	OC Promenade, Parking Lot I	08/23/17-08/28/17	\$100,262.67
R-086-17	Building Industry Association of Southern California	Building Industry Show (BIS)	Trade Show	Anaheim Building, Baja Blues, Costa Mesa Building, Santa Ana Pavilion	11/13/17-11/16/17	\$37,334.00
R-087-17	Southern California District of the United Pentecostal Church	So Cal District of the United Pentecostal Church - Camp Meeting	Camp Meeting	The Hangar	06/13/17-06/17/17	\$25,805.00
R-097-17	Tempo Events Inc	Paella Wine & Beer Festival	Food Festival	Plaza Pacifica	08/25/17-08/26/17	\$14,847.50
R-110-17	California Restaurant Association Foundation (CRAF)	Grateful Table	Dinner	Millennium Barn, Silo Building	09/09/17	In-Kind Trade: \$950.00 Payment: \$3,041.50
R-116-17	Rasika Society for Art of India	Rasika Society for Art of India	Art Show	Costa Mesa Building	09/08/17	\$11,306.50
R-120-17	Capistrano Connections Academy dba California Connections Academy @ Capistrano	Capistrano Connections Picnic	Picnic	Country Meadows, Huntington Beach Building	06/15/17	\$12,195.75
R-124-17	Barbie Hinman	Celebration of Life for Scott Hinman	Celebration of Life	Los Alamitos	05/21/17	\$11,910.25
R-125-17	Nike, Inc.	Nike Photo Shoot	Photo Shoot	The Hangar	05/22/17-05/23/17	\$9,520.50
R-126-17	Cellco Partnership dba Verizon Wireless	Verizon Wireless BBQ Team Building	BBQ	Crafters Village, Park Plaza	05/30/17	\$6,731.50
R-127-17	Pacific Symphony	Pacific Symphony Open House	Open House of Pacific Amphitheatre	Plaza Pacifica, Plaza Lobby, Pacific Amphitheatre	05/16/17	\$1,452.00
R-132-17	1st Choice RV	RV Parking	Parking Space Rental	Parking Lot G	05/23/17-06/09/17	\$5,070.00
R-133-17	Destroy Productions dba Hawaiian Chicken Bowls	Hawaiian Chicken Bowls - Parking Space Rental	Parking Space Rental	Parking Lot G	01/01/17-12/31/17	January - December \$8 per space per day

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **626 Night Market** hereinafter, called the Rentor

WITNESSETH:

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

June 14 - 19, 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 Night Market (Asian Food Festival)

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

\$100,262.67

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.

626 Night Market
P.O. Box 3772
Alhambra, CA 91803

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A - June

Event Information

Event Name:	OC Night Market (<i>Asian Food Festival</i>)	Contract No:	R-048-17
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Dates:	06/16/2017 - 06/18/2017	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM

Admission Price: Adult: \$5.00 Child: 6 & Under Free

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 20,000 - 30,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (The Span)	06/14/2017 07:00 AM - 05:00 PM	Move In	1,050.00
Parking Lot I	06/14/2017 07:00 AM - 05:00 PM	Move In	925.00
Thursday			
OC Promenade (The Span)	06/15/2017 07:00 AM - 05:00 PM	Move In	1,050.00
Parking Lot I	06/15/2017 07:00 AM - 05:00 PM	Move In	925.00
Friday			
OC Promenade (The Span)	06/16/2017 04:00 PM - 12:00 AM	Event	2,100.00
Parking Lot I	06/16/2017 04:00 PM - 12:00 AM	Event	1,850.00
Saturday			
OC Promenade (The Span)	06/17/2017 04:00 PM - 12:00 AM	Event	2,100.00
Parking Lot I	06/17/2017 04:00 PM - 12:00 AM	Event	1,850.00
Sunday			
OC Promenade (The Span)	06/18/2017 04:00 PM - 11:00 PM	Event	2,100.00
Parking Lot I	06/18/2017 04:00 PM - 11:00 PM	Event	1,850.00
Monday			
OC Promenade (The Span)	06/19/2017 06:00 AM - 08:00 AM	Move Out	No Charge
Parking Lot I	06/19/2017 10:00 AM - 05:00 PM	Move Out	No Charge

-Move out in the OC Promenade must be completed by 8:00 AM on Monday - June 19, 2017 to avoid additional charges.

-Move out In Parking Lot I must be completed by 5:00 PM on Monday - June 19, 2017 to avoid additional charges.

Total: 15,800.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
40 Yard Dumpster	Estimate 7	7.00 EA	136.86 EA	958.02
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (<i>Metal/Plastic</i>)	Estimate 80	80.00 EA	15.00 EA	1,200.00
Bench (<i>Metal</i>)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 110	110.00 EA	15.00 EA	1,650.00
Concrete Base (<i>For Stage Banner</i>)	Estimate 2	2.00 EA	75.00 EA	150.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 65	65.00 EA	55.00 EA	3,575.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 65 Hours	65.00 HR	75.00 HR	4,875.00
Hang Tag - 1 Day	Estimate 200	200.00 EA	4.00 EA	800.00
Hang Tag - 3 Day	Estimate 400	400.00 EA	12.00 EA	4,800.00
Information Booth	TBD	TBD EA	150.00 EA	TBD
Light Tower	TBD	TBD EA	400.00 EA	TBD
Man Lift (<i>Banners</i>)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (<i>4 Consecutive Weeks</i>)	05/22/2017 - 06/18/2017	4.00 WK	Included	Included
Picnic Table (<i>Rectangular & Round</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Portable Electronic Message Board	06/16/2017 - 06/18/2017	2.00 EA	75.00 EA/DAY	450.00
Propane & Diesel	TBD	TBD EA	90.00 EVT	TBD
Sand Bag	Estimate 20	20.00 EA	0.50 EA	10.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stage Electrical	TBD	TBD EA	TBD EVT	TBD
Stanchion	Estimate 15	15.00 EA	5.00 EA	75.00
Sweeper (<i>In-House</i>)	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00

EXHIBIT A - June

Event Information					
Ticket Booth (<i>Double Window</i>)	Estimate 6	6.00	EA	100.00 EA	600.00
Tonnage Weight (<i>40 Yard Dumpster</i>)	Estimate 20	20.00	TON	50.92 TON	1,018.40
Umbrella w/Stand	TBD	TBD	EA	15.00 EA	TBD
Total:					25,361.42

Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<u>Event Operations</u>					
<u>Set Up</u>					
Grounds Attendant	Estimate 64 Hours	64.00	HR	21.00 HR	1,344.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	21.00 HR	672.00
Electrician	Estimate 35 Hours	35.00	HR	52.50 HR	1,837.50
Plumber	Estimate 11 Hours	11.00	HR	52.50 HR	577.50
<u>Event Days</u>					
Grounds Attendant Lead	06/16/2017 02:00 PM - 06/17/2017 02:00 AM	1.00	EA	30.00 HR	360.00
Grounds Attendant	06/16/2017 07:00 AM - 03:30 PM	3.00	EA	21.00 HR	535.50
Grounds Attendant	06/16/2017 02:00 PM - 06/17/2017 02:00 AM	8.00	EA	21.00 HR	2,016.00
Janitorial Attendant	06/16/2017 02:00 PM - 06/17/2017 02:00 AM	12.00	EA	21.00 HR	3,024.00
Janitorial Attendant	06/16/2017 06:00 PM - 06/17/2017 02:00 AM	5.00	EA	21.00 HR	840.00
Electrician	06/16/2017 02:00 PM - 06/17/2017 02:00 AM	1.00	EA	52.50 HR	630.00
Plumber	TBD	TBD	EA	52.50 HR	TBD
Grounds Attendant Lead	06/17/2017 03:00 PM - 06/18/2017 02:00 AM	1.00	EA	30.00 HR	330.00
Grounds Attendant	06/17/2017 07:00 AM - 03:30 PM	3.00	EA	21.00 HR	535.50
Grounds Attendant	06/17/2017 03:00 PM - 06/18/2017 02:00 AM	8.00	EA	21.00 HR	1,848.00
Janitorial Attendant	06/17/2017 03:00 PM - 06/18/2017 02:00 AM	12.00	EA	21.00 HR	2,772.00
Janitorial Attendant	06/17/2017 06:00 PM - 06/18/2017 02:00 AM	5.00	EA	21.00 HR	840.00
Electrician	06/17/2017 03:00 PM - 06/18/2017 02:00 AM	1.00	EA	52.50 HR	577.50
Plumber	TBD	TBD	EA	52.50 HR	TBD
Grounds Attendant Lead	06/18/2017 03:00 PM - 06/19/2017 12:00 AM	1.00	EA	30.00 HR	270.00
Grounds Attendant	06/18/2017 07:00 AM - 03:30 PM	3.00	EA	21.00 HR	535.50
Grounds Attendant	06/18/2017 03:00 PM - 06/19/2017 12:00 AM	7.00	EA	21.00 HR	1,323.00
Janitorial Attendant	06/18/2017 03:00 PM - 06/19/2017 12:00 AM	12.00	EA	21.00 HR	2,268.00
Janitorial Attendant	06/18/2017 04:00 PM - 06/19/2017 12:00 AM	5.00	EA	21.00 HR	840.00
Electrician	06/18/2017 03:00 PM - 06/19/2017 12:00 AM	1.00	EA	52.50 HR	472.50
Plumber	TBD	TBD	EA	52.50 HR	TBD
<u>Clean Up</u>					
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00 HR	300.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	21.00 HR	1,092.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	21.00 HR	672.00
Electrician	Estimate 30 Hours	30.00	HR	52.50 HR	1,575.00
Plumber	Estimate 9 Hours	9.00	HR	52.50 HR	472.50
<u>Event Sales & Services</u>					
Event Coordinator	06/16/2017 02:00 PM - 06/17/2017 12:30 AM	1.00	EA	42.50 HR	446.25
Event Coordinator	06/17/2017 02:00 PM - 06/18/2017 12:30 AM	1.00	EA	42.50 HR	446.25
Event Coordinator	06/18/2017 02:00 PM - 11:30 PM	1.00	EA	42.50 HR	403.75
<u>Parking</u>					
<u>Set Up</u>					
Parking Attendant Lead	06/15/2017 Estimate 24 Hours	24.00	HR	30.00 HR	720.00
Parking Attendant	06/15/2017 Estimate 54 Hours	54.00	HR	21.00 HR	1,134.00
<u>Safety & Security</u>					
<u>Set Up</u>					
Security Attendant Overnight	06/15/2017 10:30 PM - 06/16/2017 09:30 AM	2.00	EA	21.00 HR	462.00
<u>Event Days</u>					
Security Attendant Lead	06/16/2017 03:30 PM - 06/17/2017 12:30 AM	1.00	EA	30.00 HR	270.00
Security Attendant	06/16/2017 03:30 PM - 06/17/2017 12:30 AM	12.00	EA	21.00 HR	2,268.00
Security Attendant Overnight	06/16/2017 10:30 PM - 06/17/2017 09:30 AM	2.00	EA	21.00 HR	462.00

EXHIBIT A - June

Event Information

Security Attendant Lead	06/17/2017 03:30 PM - 06/18/2017 12:30 AM	1.00	EA	30.00	HR	270.00
Security Attendant	06/17/2017 03:30 PM - 06/18/2017 12:30 AM	13.00	EA	21.00	HR	2,457.00
Security Attendant Overnight	06/17/2017 10:30 PM - 06/18/2017 09:30 AM	2.00	EA	21.00	HR	462.00
Security Attendant Lead	06/18/2017 03:30 PM - 11:30 PM	1.00	EA	30.00	HR	240.00
Security Attendant	06/18/2017 03:30 PM - 11:30 PM	12.00	EA	21.00	HR	2,016.00
Security Attendant Overnight	06/18/2017 11:30 PM - 06/19/2017 09:30 AM	2.00	EA	21.00	HR	420.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	EA	42.50	HR	TBD
<u>Outside Services</u>						
Costa Mesa Police Department	TBD	TBD	EA	TBDEVT		TBD
Emergency Medical Services	06/16/2017 03:00 PM - 06/17/2017 12:30 AM	3.00	EA	22.00	HR	627.00
Emergency Medical Services	06/17/2017 03:00 PM - 06/18/2017 12:30 AM	3.00	EA	22.00	HR	627.00
Emergency Medical Services	06/18/2017 03:00 PM - 11:30 PM	3.00	EA	22.00	HR	561.00
Orange County Sheriffs	06/16/2017 <i>(Estimate Only)</i>	2.00	EA	1,570.00	DAY	1,570.00
Orange County Sheriffs	06/17/2017 <i>(Estimate Only)</i>	2.00	EA	1,570.00	DAY	1,570.00
Orange County Sheriffs	06/18/2017 <i>(Estimate Only)</i>	2.00	EA	1,570.00	DAY	1,570.00
Sound Engineer	06/16/2017 03:00 PM - 10:30 PM	1.00	EA	750.00	DAY	750.00
Sound Engineer	06/17/2017 03:00 PM - 10:30 PM	1.00	EA	750.00	DAY	750.00
Sound Engineer	06/18/2017 03:00 PM - 09:30 PM	1.00	EA	750.00	DAY	750.00
State Fire Marshal	Estimate Only <i>(Plan Review and/or Site Inspection)</i>	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
Total:						54,101.25

Summary

Facility Rental Total	\$15,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$79,462.67
Refundable Deposit	\$5,000.00
Grand Total:	\$100,262.67

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - <i>(25% of Facility Fee)</i>	Upon Signing	\$3,950.00
Second Payment	04/14/2017	\$48,156.37
Third Payment	05/15/2017	\$48,156.30
Total:		\$100,262.67
Payment Total:		\$100,262.67

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

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

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

EXHIBIT A - June

Event Information

CARGO CONTAINERS

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

FOOD & BEVERAGE VENDOR FEE

626 Night Market agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **June 5, 2017**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements are subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the Sound Monitor/Engineer or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, 626 Night Market must comply with request.**

By: _____ Date: _____
Title: **Jonny Hwang, Promoter**

By: _____ Date: _____
Title: **Kathy Kramer, Chief Executive Officer**

By: _____ Date: _____
Title: **Juan Quintero, Spectra General Manager**

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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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 23 - 28, 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 Night Market (Asian Food Festival)

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

\$100,262.67

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.

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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.

**626 Night Market
P.O. Box 3772
Alhambra, CA 91803**

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A - August

Event Information

Event Name:	OC Night Market (<i>Asian Food Festival</i>)	Contract No:	R-049-17
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Dates:	08/25/2017 - 08/27/2017	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM

Admission Price: Adult: \$5.00 Child: 6 & Under Free

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 20,000 - 30,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (The Span)	08/23/2017 07:00 AM - 05:00 PM	Move In	1,050.00
Parking Lot I	08/23/2017 07:00 AM - 05:00 PM	Move In	925.00
Thursday			
OC Promenade (The Span)	08/24/2017 07:00 AM - 05:00 PM	Move In	1,050.00
Parking Lot I	08/24/2017 07:00 AM - 05:00 PM	Move In	925.00
Friday			
OC Promenade (The Span)	08/25/2017 04:00 PM - 12:00 AM	Event	2,100.00
Parking Lot I	08/25/2017 04:00 PM - 12:00 AM	Event	1,850.00
Saturday			
OC Promenade (The Span)	08/26/2017 04:00 PM - 12:00 AM	Event	2,100.00
Parking Lot I	08/26/2017 04:00 PM - 12:00 AM	Event	1,850.00
Sunday			
OC Promenade (The Span)	08/27/2017 04:00 PM - 11:00 PM	Event	2,100.00
Parking Lot I	08/27/2017 04:00 PM - 11:00 PM	Event	1,850.00
Monday			
OC Promenade (The Span)	08/28/2017 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot I	08/28/2017 10:00 AM - 05:00 PM	Move Out	No Charge

-Move out must be completed by 5:00 PM on Monday - August 28, 2017 to avoid additional charges. Total: 15,800.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
40 Yard Dumpster	Estimate 7	7.00 EA	136.86 EA	958.02
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (<i>Metal/Plastic</i>)	Estimate 80	80.00 EA	15.00 EA	1,200.00
Bench (<i>Metal</i>)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 110	110.00 EA	15.00 EA	1,650.00
Concrete Base (<i>For Stage Banner</i>)	Estimate 2	2.00 EA	75.00 EA	150.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 65	65.00 EA	55.00 EA	3,575.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 65 Hours	65.00 HR	75.00 HR	4,875.00
Hang Tag - 1 Day	Estimate 200	200.00 EA	4.00 EA	800.00
Hang Tag - 3 Day	Estimate 400	400.00 EA	12.00 EA	4,800.00
Information Booth	TBD	TBD EA	150.00 EA	TBD
Light Tower	TBD	TBD EA	400.00 EA	TBD
Man Lift (<i>Banners</i>)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (<i>4 Consecutive Weeks</i>)	07/31/2017 - 08/27/2017	4.00 WK	Included	Included
Picnic Table (<i>Rectangular & Round</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Portable Electronic Message Board	08/25/2017 - 08/27/2017	2.00 EA	75.00 EA/DAY	450.00
Propane & Diesel	TBD	TBD EA	90.00 EVT	TBD
Sand Bag	Estimate 20	20.00 EA	0.50 EA	10.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stage Electrical	TBD	TBD EA	TBD EVT	TBD
Stanchion	Estimate 15	15.00 EA	5.00 EA	75.00
Sweeper (<i>In-House</i>)	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Ticket Booth (<i>Double Window</i>)	Estimate 6	6.00 EA	100.00 EA	600.00

EXHIBIT A - August

Event Information

Tonnage Weight (<i>40 Yard Dumpster</i>)	Estimate 20	20.00 TON	50.92 TON	1,018.40
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD
			Total:	25,361.42

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 64 Hours	64.00 HR	21.00 HR	1,344.00
Janitorial Attendant	Estimate 32 Hours	32.00 HR	21.00 HR	672.00
Electrician	Estimate 35 Hours	35.00 HR	52.50 HR	1,837.50
Plumber	Estimate 11 Hours	11.00 HR	52.50 HR	577.50
Event Days				
Grounds Attendant Lead	08/25/2017 02:00 PM - 08/26/2017 02:00 AM	1.00 EA	30.00 HR	360.00
Grounds Attendant	08/25/2017 07:00 AM - 03:30 PM	3.00 EA	21.00 HR	535.50
Grounds Attendant	08/25/2017 02:00 PM - 08/26/2017 02:00 AM	8.00 EA	21.00 HR	2,016.00
Janitorial Attendant	08/25/2017 02:00 PM - 08/26/2017 02:00 AM	12.00 EA	21.00 HR	3,024.00
Janitorial Attendant	08/25/2017 06:00 PM - 08/26/2017 02:00 AM	5.00 EA	21.00 HR	840.00
Electrician	08/25/2017 02:00 PM - 08/26/2017 02:00 AM	1.00 EA	52.50 HR	630.00
Plumber	TBD	TBD EA	52.50 HR	TBD
Grounds Attendant Lead	08/26/2017 03:00 PM - 08/27/2017 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	08/26/2017 07:00 AM - 03:30 PM	3.00 EA	21.00 HR	535.50
Grounds Attendant	08/26/2017 03:00 PM - 08/27/2017 02:00 AM	8.00 EA	21.00 HR	1,848.00
Janitorial Attendant	08/26/2017 03:00 PM - 08/27/2017 02:00 AM	12.00 EA	21.00 HR	2,772.00
Janitorial Attendant	08/26/2017 06:00 PM - 08/27/2017 02:00 AM	5.00 EA	21.00 HR	840.00
Electrician	08/26/2017 03:00 PM - 08/27/2017 02:00 AM	1.00 EA	52.50 HR	577.50
Plumber	TBD	TBD EA	52.50 HR	TBD
Grounds Attendant Lead	08/27/2017 03:00 PM - 08/28/2017 12:00 AM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/27/2017 07:00 AM - 03:30 PM	3.00 EA	21.00 HR	535.50
Grounds Attendant	08/27/2017 03:00 PM - 08/28/2017 12:00 AM	7.00 EA	21.00 HR	1,323.00
Janitorial Attendant	08/27/2017 03:00 PM - 08/28/2017 12:00 AM	12.00 EA	21.00 HR	2,268.00
Janitorial Attendant	08/27/2017 04:00 PM - 08/28/2017 12:00 AM	5.00 EA	21.00 HR	840.00
Electrician	08/27/2017 03:00 PM - 08/28/2017 12:00 AM	1.00 EA	52.50 HR	472.50
Plumber	TBD	TBD EA	52.50 HR	TBD
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 52 Hours	52.00 HR	21.00 HR	1,092.00
Janitorial Attendant	Estimate 32 Hours	32.00 HR	21.00 HR	672.00
Electrician	Estimate 30 Hours	30.00 HR	52.50 HR	1,575.00
Plumber	Estimate 9 Hours	9.00 HR	52.50 HR	472.50
Event Sales & Services				
Event Coordinator	08/25/2017 02:00 PM - 08/26/2017 12:30 AM	1.00 EA	42.50 HR	446.25
Event Coordinator	08/26/2017 02:00 PM - 08/27/2017 12:30 AM	1.00 EA	42.50 HR	446.25
Event Coordinator	08/27/2017 02:00 PM - 11:30 PM	1.00 EA	42.50 HR	403.75
Parking				
Set Up				
Parking Attendant Lead	08/24/2017 Estimate 24 Hours	24.00 HR	30.00 HR	720.00
Parking Attendant	08/24/2017 Estimate 54 Hours	54.00 HR	21.00 HR	1,134.00
Safety & Security				
Set Up				
Security Attendant Overnight	08/24/2017 10:30 PM - 08/25/2017 09:30 AM	2.00 EA	21.00 HR	462.00
Event Days				
Security Attendant Lead	08/25/2017 03:30 PM - 08/26/2017 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	08/25/2017 03:30 PM - 08/26/2017 12:30 AM	12.00 EA	21.00 HR	2,268.00
Security Attendant Overnight	08/25/2017 10:30 PM - 08/26/2017 09:30 AM	2.00 EA	21.00 HR	462.00

EXHIBIT A - August

Event Information						
Security Attendant Lead	08/26/2017 03:30 PM - 08/27/2017 12:30 AM	1.00	EA	30.00	HR	270.00
Security Attendant	08/26/2017 03:30 PM - 08/27/2017 12:30 AM	13.00	EA	21.00	HR	2,457.00
Security Attendant Overnight	08/26/2017 10:30 PM - 08/27/2017 09:30 AM	2.00	EA	21.00	HR	462.00
Security Attendant Lead	08/27/2017 03:30 PM - 11:30 PM	1.00	EA	30.00	HR	240.00
Security Attendant	08/27/2017 03:30 PM - 11:30 PM	12.00	EA	21.00	HR	2,016.00
Security Attendant Overnight	08/27/2017 11:30 PM - 08/28/2017 09:30 AM	2.00	EA	21.00	HR	420.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	EA	42.50	HR	TBD
<u>Outside Services</u>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	08/25/2017 03:00 PM - 08/26/2017 12:30 AM	3.00	EA	22.00	HR	627.00
Emergency Medical Services	08/26/2017 03:00 PM - 08/27/2017 12:30 AM	3.00	EA	22.00	HR	627.00
Emergency Medical Services	08/27/2017 03:00 PM - 11:30 PM	3.00	EA	22.00	HR	561.00
Orange County Sheriffs	08/25/2017 (Estimate Only)	2.00	EA	1,570.00	DAY	1,570.00
Orange County Sheriffs	08/26/2017 (Estimate Only)	2.00	EA	1,570.00	DAY	1,570.00
Orange County Sheriffs	08/27/2017 (Estimate Only)	2.00	EA	1,570.00	DAY	1,570.00
Sound Engineer	08/25/2017 03:00 PM - 10:30 PM	1.00	EA	750.00	DAY	750.00
Sound Engineer	08/26/2017 03:00 PM - 10:30 PM	1.00	EA	750.00	DAY	750.00
Sound Engineer	08/27/2017 03:00 PM - 09:30 PM	1.00	EA	750.00	DAY	750.00
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	3,500.00	EVT	3,500.00
Total:						54,101.25

Summary

Facility Rental Total	\$15,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$79,462.67
Refundable Deposit	\$5,000.00
Grand Total:	\$100,262.67

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$3,950.00
Second Payment	06/23/2017	\$48,156.37
Third Payment	07/24/2017	\$48,156.30
Total:		\$100,262.67
Payment Total:		\$100,262.67

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

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

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

EXHIBIT A - August

Event Information

CARGO CONTAINERS

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

FOOD & BEVERAGE VENDOR FEE

626 Night Market agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **August 14, 2017**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements are subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the Sound Monitor/Engineer or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, 626 Night Market must comply with request.**

By: _____ Date: _____
Title: **Jonny Hwang, Promoter**

By: _____ Date: _____
Title: **Kathy Kramer, Chief Executive Officer**

By: _____ Date: _____
Title: **Juan Quintero, Spectra General Manager**

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Building Industry Association of Southern California, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

November 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:

Building Industry Show

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

\$37,334.00

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.

Building Industry Association of Southern California, Inc.
24 Executive Park, Suite 100
Irvine, CA 92614

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

By _____ Date: _____

By _____ Date: _____

Title: Denise Kennedy, VP Membership & Events

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

EXHIBIT A

Event Information

Event Name:	Building Industry Show	Contract No:	R-086-17
Contact Person:	Denise Kennedy	Phone:	(949) 939-8816
Event Dates:	11/15/2017 - 11/16/2017	Hours:	Wednesday: 9:30 AM - 5:00 PM Thursday: 9:30 AM - 3:00 PM

Admission Price: TBD

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	11/13/2017 08:00 AM - 08:00 PM	Move In	1,050.00
Costa Mesa Building (#10)	11/13/2017 08:00 AM - 08:00 PM	Move In	2,100.00
Tuesday			
Anaheim Building (#16)	11/14/2017 08:00 AM - 08:00 PM	Move In	1,050.00
Costa Mesa Building (#10)	11/14/2017 08:00 AM - 08:00 PM	Move In	2,100.00
Santa Ana Pavilion	11/14/2017 08:00 AM - 08:00 PM	Move In	900.00
Wednesday			
Anaheim Building (#16)	11/15/2017 09:30 AM - 05:00 PM	Event	2,100.00
Baja Blues Restaurant	11/15/2017 09:30 AM - 05:00 PM	Event	750.00
Costa Mesa Building (#10)	11/15/2017 09:30 AM - 05:00 PM	Event	4,200.00
Santa Ana Pavilion	11/15/2017 09:30 AM - 05:00 PM	Event	1,800.00
Thursday			
Anaheim Building (#16)	11/16/2017 09:30 AM - 03:00 PM	Event	2,100.00
Costa Mesa Building (#10)	11/16/2017 09:30 AM - 03:00 PM	Event	4,200.00
Santa Ana Pavilion	11/16/2017 09:30 AM - 03:00 PM	Event	1,800.00

-Move out must be completed by 11:59 PM on Thursday - November 16, 2017 to avoid additional charges. Total: 24,150.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 4	4.00 EA	70.00 EA	280.00
Bench (<i>Metal</i>)	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 7	7.00 EA	55.00 EA	385.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Man Lift (<i>Banners</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board (<i>7 Consecutive Days</i>)	11/10/2017 - 11/16/2017	1.00 WK	Included	Included
Portable Electronic Message Board	11/15/2017 - 11/16/2017	2.00 EA	75.00 EA/DAY	300.00
Public Address System (<i>Per Building</i>)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Sweeper (<i>In-House</i>)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
Total:				3,750.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	21.00 HR	336.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	21.00 HR	336.00
Electrician	Estimate 8 Hours	8.00 HR	52.50 HR	420.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	11/15/2017 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	11/15/2017 08:00 AM - 06:00 PM	1.00 EA	21.00 HR	210.00
Janitorial Attendant	11/15/2017 08:00 AM - 06:00 PM	3.00 EA	21.00 HR	630.00
Electrician	Estimate 8 Hours	8.00 HR	52.50 HR	420.00

Grounds Attendant Lead	11/16/2017 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/16/2017 08:00 AM - 04:00 PM	1.00 EA	21.00 HR	168.00
Janitorial Attendant	11/16/2017 08:00 AM - 04:00 PM	3.00 EA	21.00 HR	504.00
Electrician	Estimate 7 Hours	7.00 HR	52.50 HR	367.50

Clean Up

Grounds Attendant	Estimate 12 Hours	12.00 HR	21.00 HR	252.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 4 Hours	4.00 HR	52.50 HR	210.00

Event Sales & Services

Event Coordinator	11/15/2017 08:00 AM - 06:00 PM	1.00 EA	42.50 HR	425.00
Event Coordinator	11/16/2017 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 16 Hours	16.00 HR	21.00 HR	336.00

Safety & Security

Security Attendant	11/15/2017 09:00 AM - 06:00 PM	2.00 EA	21.00 HR	378.00
Security Attendant	11/16/2017 08:30 AM - 04:00 PM	2.00 EA	21.00 HR	315.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>) TBD	TBD EA	100.00 EVT	TBD
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Outside Services

Emergency Medical Services	11/15/2017 09:00 AM - 06:00 PM	2.00 EA	22.00 HR	396.00
Emergency Medical Services	11/16/2017 08:30 AM - 04:00 PM	2.00 EA	22.00 HR	308.00
State Fire Marshal	Estimate Only (<i>Plan review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 7,934.00

Summary

Facility Rental Total	\$24,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,684.00
Refundable Deposit	\$1,500.00

Grand Total: \$37,334.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$6,037.50
Second Payment	06/13/2017	\$10,432.50
Third Payment	08/14/2017	\$10,432.00
Fourth Payment	10/13/2017	\$10,432.00

Total: \$37,334.00

Payment Total: \$37,334.00

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*****

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.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE June 14, 2017

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California District of the United Pentecostal Church** hereinafter, called the 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: from

June 13 - 17, 2017

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:

See Exhibit A

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

So Cal District of the United Pentecostal Church - Camp Meeting

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

\$25,805.00

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

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

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

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

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

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

13. Special Provisions: **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, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

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

**Southern California District of the United Pentecostal Church
28780 Old Town Front Street #D5
Temecula, CA 92590**

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

By _____ Date: _____

By _____ Date: _____

Title: Tom Durance, District Secretary

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

EXHIBIT A

Event Information

Event Name: So Cal District of the United Pentecostal Church - Camp Meeting	Contract No: R-087-17
Contact Person: Tom Durrance	Phone: (951)-795-2315
Event Dates: 06/14/2017 - 06/16/2017	Hours: Wednesday Service: 6:00 PM - 9:30 PM Thursday/Friday Service: 9:00 AM - 12:30 PM

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 2,400

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	06/13/2017 02:00 PM - 10:00 PM	Move In	850.00
Wednesday			
The Hangar	06/14/2017 06:00 PM - 09:30 PM	Event	*2,890.00
Thursday			
The Hangar	06/15/2017 09:00 AM - 09:30 PM	Event	*2,890.00
Friday			
The Hangar	06/16/2017 09:00 AM - 09:30 PM	Event	3,400.00
Saturday			
The Hangar	06/17/2017 06:00 AM - 12:00 PM	Move Out	No Charge

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

-Move out must be completed by 12:00 Noon on Saturday - June 17, 2017 to avoid additional charges. Total: 10,030.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Camlock	Estimate 2	2.00 EA	25.00 EA	50.00
Dumpster	Estimate 22	22.00 EA	18.00 EA	396.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,225.00 EVT	1,225.00
Folding Tables	TBD	TBD EA	15.00 EA	TBD
Forklift	Estimate 1 Hours	1.00 HR	75.00 HR	75.00
Portable Electronic Message Board	06/14/2017 - 06/16/2017	2.00 EA	75.00 EA/DAY	450.00
Sweeper (<i>In-House</i>)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				2,511.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	21.00 HR	126.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
Event Day				
Wednesday				
Grounds Attendant Lead	06/14/2017 04:00 PM - 09:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/14/2017 05:00 PM - 09:30 PM	1.00 EA	21.00 HR	94.50
Janitorial Attendant	06/14/2017 04:00 PM - 09:30 PM	3.00 EA	21.00 HR	346.50
Thursday				
Grounds Attendant Lead	06/15/2017 07:00 AM - 12:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/15/2017 08:00 AM - 12:30 PM	1.00 EA	21.00 HR	94.50
Janitorial Attendant	06/15/2017 07:00 AM - 12:30 PM	3.00 EA	21.00 HR	346.50
Grounds Attendant Lead	06/15/2017 04:00 PM - 09:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/15/2017 05:00 PM - 09:30 PM	1.00 EA	21.00 HR	94.50
Janitorial Attendant	06/15/2017 04:00 PM - 09:30 PM	3.00 EA	21.00 HR	346.50
Friday				
Grounds Attendant Lead	06/16/2017 07:00 AM - 12:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/16/2017 08:00 AM - 12:30 PM	1.00 EA	21.00 HR	94.50
Janitorial Attendant	06/16/2017 07:00 AM - 12:30 PM	3.00 EA	21.00 HR	346.50

EXHIBIT A

Event Information					
Grounds Attendant Lead	06/16/2017 04:00 PM - 09:30 PM	1.00	EA	30.00 HR	165.00
Grounds Attendant	06/16/2017 05:00 PM - 09:30 PM	1.00	EA	21.00 HR	94.50
Janitorial Attendant	06/16/2017 04:00 PM - 09:30 PM	3.00	EA	21.00 HR	346.50
Clean Up					
Grounds Attendant	Estimate 7 Hours	7.00	HR	21.00 HR	147.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	21.00 HR	168.00
Electrician	Estimate 1 Hour	1.00	HR	52.50 HR	52.50
Event Sales & Services					
Event Coordinator	06/14/2017 05:00 PM - 10:00 PM	1.00	EA	42.50 HR	212.50
Event Coordinator	06/15/2017 05:00 PM - 10:00 PM	1.00	EA	42.50 HR	212.50
Event Coordinator	06/16/2017 05:00 PM - 10:00 PM	1.00	EA	42.50 HR	212.50
Parking					
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	20.00 HR	336.00
Safety & Security					
Campers					
Security Attendant - Overnight	06/13/2017 03:00 PM - 06/14/2017 07:00 AM	1.00	EA	21.00 HR	325.00
Security Attendant - Overnight	06/14/2017 03:00 PM - 06/15/2017 07:00 AM	1.00	EA	21.00 HR	325.00
Security Attendant - Overnight	06/15/2017 03:00 PM - 06/16/2017 07:00 AM	1.00	EA	21.00 HR	325.00
Outside Services					
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50	HR	263.00 HR	394.50
Sound Engineer	06/14/2017 - 06/16/2017 TBD	TBD	EA	750.00 DAY	TBD
Total:					6,264.00

Summary

Facility Rental Total	\$10,030.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,775.00
Parking Buyout (<i>Based on 750 vehicles at \$8.00 each</i>)	\$6,000.00
Refundable Deposit	\$1,000.00
Grand Total:	\$25,805.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/13/2017	\$8,602.00
Second Payment	04/13/2017	\$8,601.50
Third Payment	05/12/2017	\$8,601.50
Total:		\$25,805.00
Payment Total:		\$25,805.00

Please Remit Payment in * Check Only*

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

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

CAMPING

Camping will be charged at \$40.00 per RV/per day. All RVs must be self-contained. OCFEC Safety & Security Department will register campers, collect fees and issue permits. Tent camping is prohibited and any tent campers will be turned away.

EXHIBIT A

Event Information

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SHOWERS

Showers will not be available for the 2017 event.

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 Wednesday - Friday.** Bull horns or similar devices are not allowed. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the Sound Engineer/Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Southern California District of the United Pentecostal Church must comply with request.**

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tempo Events Inc** hereinafter, called the Rentor

WITNESSETH:

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

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:

Paella Wine & Beer Festival

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

\$14,847.50

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.

Tempo Events Inc
3080 C Street
San Diego, CA 92102

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

By _____ Date: _____

By _____ Date: _____

Title: Armando Rodiel, Founder

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

EXHIBIT A

Event Information

Event Name:	Paella Wine & Beer Festival	Contract No:	R-097-17
Contact Person:	Armando Rodiel	Phone:	(619) 565-7015
Event Date:	08/26/2017	Hours:	2:00 PM - 8:00 PM

Admission Price:	\$60.00	Projected Attendance:	2,000 - 3,000
Vehicle Parking Fee:	\$8.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Plaza Pacifica	08/25/2017 08:00 AM - 05:00 PM	Move In	725.00
Saturday			
Plaza Pacifica	08/26/2017 09:00 AM - 02:00 PM	Move In	Included
Plaza Pacifica	08/26/2017 02:00 PM - 08:00 PM	Event	1,450.00

-Move out must be completed by 11:59 PM on Saturday - August 26, 2017 to avoid additional charges. Total: 2,175.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
400 Amp Drop	Estimate 1	1.00 EA	720.00 EA	720.00
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (<i>Metal</i>)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (<i>Individual</i>)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 13	13.00 EA	18.00 EA	234.00
Electrical Splitter Box	Estimate 8	8.00 EA	55.00 EA	440.00
Electrical Usage Rate	Estimate Only	1.00 EA	400.00 EVT	400.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board (<i>7 Consecutive Days</i>)	08/20/2017 - 08/26/2017	1.00 WK	Included	Included
Picnic Table (<i>Rectangular & Round</i>)	TBD	TBD EA	15.00 EA	TBD
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	08/26/2017	2.00 EA	75.00 EA/DAY	150.00
Portable Public Address System	TBD	TBD EA	120.00 EA/DAY	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (<i>In-House</i>)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Ticket Booth (<i>Double Window</i>)	TBD	TBD EA	100.00 EVT	TBD
Umbrella w/ Stand	TBD	TBD EA	15.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
			Total:	2,469.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Electrician	Estimate 4 Hours	4.00 HR	52.50 HR	210.00
Event Day				
Grounds Attendant Lead	08/26/2017 01:00 PM - 09:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/26/2017 01:00 PM - 09:00 PM	3.00 EA	21.00 HR	504.00
Janitorial Attendant	08/26/2017 01:00 PM - 09:00 PM	4.00 EA	21.00 HR	672.00
Electrician	Estimate 8 Hours	8.00 HR	52.50 HR	420.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	21.00 HR	210.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Electrician	Estimate 3 Hours	3.00 HR	52.50 HR	157.50
<u>Event Sales & Services</u>				
Event Coordinator	08/26/2017 01:00 PM - 09:00 PM	1.00 EA	42.50 HR	340.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	21.00 HR	336.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	08/26/2017 01:30 PM - 08:30 PM	1.00 EA	30.00 HR	210.00
Security Attendant	08/26/2017 01:30 PM - 08:30 PM	9.00 EA	21.00 HR	1,323.00

Technology

Technology Attendant (<i>Sound Monitor</i>)	08/26/2017 01:00 PM - 08:00 PM	1.00 EA	42.50 HR	297.50
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT	TBD

Outside Services

Emergency Medical Services	08/26/2017 01:30 PM - 08:30 PM	2.00 EA	22.00 HR	308.00
Orange County Sheriffs	Estimate Only	2.00 EA	1,400.00 EVT	1,400.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00

Total: 8,703.50

Summary

Facility Rental Total	\$2,175.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,172.50
Refundable Deposit	\$1,500.00

Grand Total: \$14,847.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$543.75
Second Payment	04/26/2017	\$4,768.25
Third Payment	06/26/2017	\$4,767.75
Fourth Payment	07/26/2017	\$4,767.75

Total: \$14,847.50

Payment Total: \$14,847.50

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.

AGE REQUIREMENT

Paella Wine & Beer Festival is a twenty-one (21) years of age and over only event.

FOOD BUYOUT

Tempo Events Inc agrees to pay \$2.50 per person to Spectra by no later than **August 30th, 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.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound cannot begin before 11:00 AM and must end by 8:00 PM on Saturday. Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, Tempo Events Inc must comply with request. Bull horns or similar devices are not allowed. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by the OCFEC Sound Monitor prior to the event.**

By: _____ Date: _____
Title: **Armando Rodiel, Founder**

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

By: _____ Date: _____
Title: **Juan Quintero, Spectra General Manager**

REVIEWED _____

DATE **June 14, 2017**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Restaurant Association Foundation (CRAF)** 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 9, 2017

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

See Exhibit A

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

Grateful Table

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

\$950.00 = In-Kind Trade

\$3,041.50 = Payment

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.

California Restaurant Association Foundation (CRAF)
621 Capitol Mall, Suite 2000
Sacramento, CA 95814

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

By _____ Date: _____

By _____ Date: _____

Title: Alycia Harshfield, Executive Director

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

EXHIBIT A

Event Information

Event Name:	Grateful Table	Contract No:	R-110-17
Contact Person:	Alycia Harshfield	Phone:	(916) 431-2757
Event Date:	09/09/2017	Hours:	5:00 PM - 11:00 PM

Vehicle Parking Fee: Private Event (*No Parking Fee*) **Projected Attendance:** 300

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Centennial Farm	09/09/2017 08:00 AM - 05:00 PM	Move In	Included
Millennium Barn	09/09/2017 08:00 AM - 05:00 PM	Move In	Included
Centennial Farm	09/09/2017 05:00 PM - 11:00 PM	Event	Included
Millennium Barn	09/09/2017 05:00 PM - 11:00 PM	Event	950.00*

-Move out must be completed by 11:59 PM on Saturday - September 9, 2017 to avoid additional charges. *In-Kind Trade Facility Total: 950.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
California Restaurant Association Foundation				
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift (<i>Bleachers & Straw Bale</i>)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift (<i>For Lights</i>)	TBD	TBD HR	75.00 HR	TBD
Picnic Table (<i>Rectangular & Round</i>)	TBD	TBD EA	15.00 EA	TBD
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				847.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
California Restaurant Association Foundation				
<u>Event Operations</u>				
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	09/09/2017 04:00 PM - 11:00 PM	1.00 EA	30.00 HR	210.00
Janitorial Attendant	09/09/2017 04:00 PM - 11:00 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
<u>Event Sales & Services</u>				
Event Coordinator	09/09/2017 04:00 PM - 11:00 PM	1.00 EA	42.50 HR	297.50
<u>Safety & Security</u>				
Security Attendant	09/09/2017 04:30 PM - 11:30 PM	2.00 EA	21.00 HR	294.00
<u>Insurance</u>				
S.E.L.I. Insurance	09/09/2017	1.00 EA	95.00 DAY	95.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Saturday - September 9, 2017.</i>				

Total: 1,994.50

Summary

<u>OCFEC In-Kind Trade</u>	
Facility Rental Total	\$950.00

***In-Kind Trade Grand Total: \$950.00**

EXHIBIT A

Event Information

California Restaurant Association Foundation

Estimated Equipment, Reimbursable Personnel and Services Total	\$2,841.50
Refundable Deposit	\$200.00
Grand Total:	\$3,041.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/07/2017	\$1,520.75
Second Payment	08/08/2017	\$1,520.75
Total:		\$3,041.50
Payment Total:		\$3,041.50

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

Please see Exhibit “D” for additional information regarding rental of the Millennium Barn.

IN-KIND TRADE

In exchange for above outlined **\$950.00 In-Kind Trade**, it has been mutually agreed that **California Restaurant Association Foundation (CRAF)**, will provide trade to OCFEC as follows:

The Grateful Table Venue Host Trade Benefits

- Recognition as Restaurants Care Venue Host in media outreach, event invites and collateral
- Recognition in the CRA *The Source* electronic newsletter (*Circulation 17,000*)
- Premium seating for eight (8) at The Grateful Table event
- Logo on website as Venue Host for The Grateful Table event
- Presentation of thank you at the event
- Full page acknowledgement in event program (*350 printed programs*)
- Three (3) social media mentions (*3,500 followers*)
- Inclusion in event gift bag, if applicable (*Approximately 300 gift bags*)
- Opportunity to address the **CRAF** board of directors during a board meeting (*20 industry leaders*)
- Invitation to the annual CEO Lunch with the California Restaurant Association CEO
- Outreach to local legislators, council members and officials to position the OC Fair & Event Center as a great community partner

Inclusion in media outreach for trade partnership and event support

- OC Media outlets
- Recognition in the CRA *The Source* electronic newsletter (*Circulation 17,000*)

Participation in ProStart high school culinary program efforts to help OC Fair & Event Center reach its education outreach goals:

- Complimentary CA ProStart Cup Trends + Techniques Expo Table
- Invitation to OC Fair & Event Center staff to attend the student-industry networking lunch at Experience Hospitality OC
- Invitation to lead a session at the CRAF ProStart Education Regional Workshop
- Opportunity to give ProStart students tours of Centennial Farm at the OC Fair & Event Center
- Opportunity to promote internships and employment to ProStart students
- Opportunity to be a guest speaker at ProStart programs in Orange County

OCFEC will allow **California Restaurant Association Foundation (CRAF)** to bring in donated food and beverage and partners for the reception and dinner.

EXHIBIT A

Event Information

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 California Restaurant Association Foundation (CRAF) 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: Alycia Harshfield, Executive Director

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Dhoom Production 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

September 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:

Rasika Society for Art of India

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

\$11,306.50

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.

Dhoom Production LLC
9300 Jollyville Road, Suite 106
Austin, TX 78759

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

By _____ Date: _____

By _____ Date: _____

Title: Vishal Dave, Promoter

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

EXHIBIT A

Event Information

Event Name: Rasika Society for Art of India	Contract No: R-116-17
Contact Person: Amitabh Bhargava	Phone: (512) 751-9567
Event Date: 09/08/2017	Hours: 8:00 PM - 11:45 PM

Admission Price: \$15.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	09/08/2017 06:00 AM - 08:00 PM	Move In	Included
Costa Mesa Building (#10)	09/08/2017 08:00 PM - 11:45 PM	Event	4,200.00

-Move out must be completed by 2:00 AM on Saturday - September 9, 2017 to avoid additional charges. Total: 4,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
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 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Man Lift (<i>Banners</i>)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Marquee Board (<i>7 Consecutive Days</i>)	09/02/2017 - 09/08/2017	1.00 WK	450.00 WK	Included
Picnic Table (<i>Rectangular & Round</i>)	Estimate 20	20.00 EA	15.00 EA	300.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	09/08/2017	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD (<i>Based on Electrical Layout</i>)	TBD HR	75.00 HR	TBD
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD

Total: 2,040.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 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 2 Hours	2.00 HR	52.50 HR	105.00
Event Day				
Grounds Attendant Lead	09/08/2017 06:00 PM - 09/09/2017 12:00 AM	1.00 EA	30.00 HR	180.00
Grounds Attendant	09/08/2017 06:00 PM - 09/09/2017 12:00 AM	2.00 EA	21.00 HR	252.00
Janitorial Attendant	09/08/2017 06:00 PM - 09/09/2017 12:00 AM	2.00 EA	21.00 HR	252.00
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 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 2 Hours	2.00 HR	52.50 HR	105.00
<u>Event Sales & Services</u>				
Event Coordinator	09/08/2017 06:00 PM - 09/09/2017 12:00 AM	1.00 EA	42.50 HR	255.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	21.00 HR	336.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	09/08/2017 07:30 PM - 09/09/2017 12:30 AM	1.00 EA	30.00 HR	150.00
Security Attendant	09/08/2017 07:30 PM - 09/09/2017 12:30 AM	3.00 EA	21.00 HR	315.00
Security Attendant (<i>Ticket Taker</i>)	09/08/2017 07:00 PM - 11:00 PM	1.00 EA	21.00 HR	84.00

**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Outside Services

Emergency Medical Services	09/08/2017 07:30 PM - 09/09/2017 12:30 AM	2.00 EA	22.00 HR	220.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 3,566.50

Summary

Facility Rental Total	\$4,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,606.50
Refundable Deposit	\$1,500.00
Grand Total:	\$11,306.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$1,050.00
Second Payment	06/08/2017	\$5,128.25
Third Payment	08/08/2017	\$5,128.25
Total:		\$11,306.50
Payment Total:		\$11,306.50

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.

CANOPIES / TENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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 contained inside Costa Mesa Building. Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Rasika Society for Art of India must comply with request. Costa Mesa Building doors must remain closed after 9:00 PM to contain sound.**

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15, 2017

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

See Exhibit A

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

Capistrano Connections Picnic

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

\$12,195.75

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

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

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

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

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

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

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

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

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Richard Savage, Executive Director

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

EXHIBIT A

Event Information

Event Name:	Capistrano Connections Picnic	Contract No:	R-120-17
Contact Person:	Shawn Auchterlonie	Phone:	(949) 464-8395
Event Dates:	06/15/2017	Hours:	10:00 AM - 2:00 PM

Admission Price: Free	Projected Attendance: 1,200
Vehicle Parking Fee: \$8.00 General Parking	

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Country Meadows	06/15/2017 07:00 AM - 10:00 AM	Move In	Included
Huntington Beach Building (#12)	06/15/2017 07:00 AM - 10:00 AM	Move In	Included
Country Meadows	06/15/2017 10:00 AM - 02:00 PM	Event	1,750.00
Huntington Beach Building (#12)	06/15/2017 10:00 AM - 02:00 PM	Event	3,200.00

-Move out must be complete by 11:59 PM on Thursday - June 15, 2017 to avoid additional charges. Total: 4,950.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (<i>Plastic</i>)	Estimate 20	20.00 EA	15.00 EA	300.00
Chair (<i>Individual</i>)	Estimate 10	10.00 EA	2.50 EA	25.00
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Hang Tag - 1 Day	Estimate 75	75.00 EA	4.00 EA	300.00
Picnic Table (<i>Round</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	06/15/2017	2.00 EA	75.00 EA/DAY	150.00
Portable Public Address System	06/15/2017	1.00 EA	120.00 EA/DAY	120.00
Public Address System (<i>Per Building</i>)	06/15/2017	1.00 EA	75.00 EA/DAY	75.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Table (<i>Rectangular</i>)	Estimate 7	7.00 EA	15.00 EA	105.00
Wireless Microphone	06/15/2017	1.00 EA	50.00 EA/DAY	50.00

Total: 3,347.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Event Day				
Grounds Attendant Lead	06/15/2017 09:00 AM - 02:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	06/15/2017 09:00 AM - 02:30 PM	1.00 EA	21.00 HR	115.50
Janitorial Attendant	06/15/2017 09:00 AM - 02:30 PM	2.00 EA	21.00 HR	231.00
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 4 Hours	4.00 HR	21.00 HR	84.00
<u>Event Sales & Services</u>				
Event Coordinator	06/15/2017 09:00 AM - 02:30 PM	1.00 EA	42.50 HR	233.75
<u>Parking</u>				
Parking Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
<u>Safety & Security</u>				
Security Attendant	06/15/2017 09:30 AM - 02:30 PM	2.00 EA	21.00 HR	210.00
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	06/15/2017 09:30 AM - 02:30 PM	2.00 EA	22.00 HR	220.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
Total:				2,398.75

Summary

Facility Rental Total	\$4,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,747.75
Refundable Deposit	\$1,500.00
Grand Total:	\$12,195.75

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$1,237.50
Second Payment	05/04/2017	\$5,479.25
Third Payment	05/18/2017	\$5,479.00
Total:		\$12,195.75
Payment Total:		\$12,195.75

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

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

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

ALCOHOL

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

OUTSIDE FOOD & BEVERAGE

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

By _____ Date: _____
Title: Richard Savage, Executive Director

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

By _____ Date: _____
Title: Juan Quintero, Spectra General Manager

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Barbie Hinman** hereinafter, called the Rentor

WITNESSETH:

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

May 21, 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:

Celebration of Life for Scott Hinman

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

\$11,910.25

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, 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.

Barbie Hinman
17 Meritage
Coto de Caza, CA 92679

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

By _____ Date: _____

By _____ Date: _____

Title: Barbie Hinman

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

EXHIBIT A

Event Information

Event Name:	Celebration of Life for Scott Hinman	Contract No:	R-124-17
Contact Person:	Barbie Hinman	Phone:	(949) 412-9461
Event Dates:	05/21/2017	Hours:	9:00 AM - 12:00 PM

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 1,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Los Alamitos Building (#14)	05/21/2017 06:00 AM - 09:00 AM	Move In	Included
Los Alamitos Building (#14)	05/21/2017 09:00 AM - 12:00 PM	Event	2,800.00

-Move out must be completed by 4:00 PM on Sunday - May 21, 2017 to avoid additional charges. Total: 2,800.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	TBD	TBD EA	125.00 EA/DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Chair (<i>Individual</i>)	Estimate 1,000	1,000.00 EA	2.50 EA	2,500.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	05/21/2017	1.00 EA	75.00 EA/DAY	75.00
Public Address System (<i>Per Building</i>)	TBD	TBD EA	75.00 EA/DAY	TBD
Riser	Estimate 1	1.00 EA	250.00 EA	250.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD

Total: 3,761.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 7 Hours	7.00 HR	30.00 HR	210.00
Grounds Attendant	Estimate 28 Hours	28.00 HR	21.00 HR	588.00
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 Day				
Grounds Attendant Lead	05/21/2017 08:00 AM - 12:30 PM	1.00 EA	30.00 HR	135.00
Grounds Attendant	05/21/2017 08:00 AM - 12:30 PM	1.00 EA	21.00 HR	94.50
Janitorial Attendant	05/21/2017 08:00 AM - 12:30 PM	2.00 EA	21.00 HR	189.00
Clean Up				
Grounds Attendant Lead	Estimate 7 Hours	7.00 HR	30.00 HR	210.00
Grounds Attendant	Estimate 28 Hours	28.00 HR	21.00 HR	588.00
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
<u>Event Sales & Services</u>				
Event Coordinator	05/21/2017 08:00 AM - 12:30 PM	1.00 EA	42.50 HR	191.25
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
<u>Safety & Security</u>				
Security Attendant	05/21/2017 08:30 AM - 12:30 PM	2.00 EA	21.00 HR	168.00
<u>Technology</u>				
Technology Attendant	TBD	TBD EA	100.00 EVT	TBD
Technology Attendant (<i>Sound Monitor</i>)	TBD	TBD EA	42.50 HR	TBD

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	05/21/2017 08:30 AM - 12:30 PM	2.00 EA	22.00 HR	176.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Insurance

S.E.L.I. Insurance	05/21/2017	1.00 DAY	155.00 DAY	155.00
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(Includes coverage for Move-in/Move-out period listed on Rental Agreement)

Total: 3,849.25

Summary

Facility Rental Total	\$2,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,610.25
Refundable Deposit	\$1,500.00
Grand Total:	\$11,910.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/12/2017	\$11,910.25
Total:		\$11,910.25
Payment Total:		\$11,910.25

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

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

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

DRONES

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Nike, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

May 22 - 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:

Nike Photo Shoot

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

\$8,806.50

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.

Nike, Inc.
1717 Northeast 58th Avenue
Portland, OR 97213

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

By _____ Date: _____

By _____ Date: _____

Title: Trent Broin, Location Manager

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

EXHIBIT A

Event Information

Event Name:	Nike Photo Shoot	Contract No:	R-125-17
Contact Person:	Trent Broin	Phone:	(310) 562-4238
Event Date:	05/23/2017	Hours:	7:00 AM - 7:00 PM

Vehicle Parking Fee: No Charge **Projected Attendance:** 25

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
The Hangar	05/22/2017 08:00 AM - 08:00 PM	Move In	3,400.00
Tuesday			
The Hangar	05/23/2017 07:00 AM - 07:00 PM	Event	3,400.00

-Move out must be completed by 11:59 AM on Wednesday - May 24, 2017 to avoid additional charges. Total: 6,800.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (<i>Individual</i>)	Estimate 25	25.00 EA	2.50 EA	62.50
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Folding Table	Estimate 10	10.00 EA	15.00 EA	150.00
Sweeper (<i>In-House</i>)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00

-Any requests for equipment not listed on this agreement will result in additional charges. Total: 655.50

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Event Day				
Janitorial Attendant	05/23/2017 7:00 AM - 7:00 PM	12.00 HR	21.00 HR	252.00
Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Safety & Security				
Security Attendant - Overnight	05/22/2017 06:30 PM - 05/23/2017 07:30 AM	1.00 EA	21.00 HR	273.00

-Any requests for personnel not listed on this agreement will result in additional charges. Total: 651.00

Summary

Facility Rental Total	\$6,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,306.50
Refundable Deposit	\$700.00

Grand Total: \$8,806.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/12/2017	\$8,806.50

Total: \$8,806.50

Payment Total: \$8,806.50

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*****

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.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REMOTE CONTROLLED DEVICES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

1. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OC Fair & Event Center or the proper law enforcement authority.
2. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
3. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent of OCFEC will result in the confiscation of all related materials, removal from OCFEC property, and/or response from applicable law enforcement authority.
4. OCFEC will notify the Federal Aviation Administration (FAA) and/or the Joint Terrorism Task Force (JTTF), and/or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remotely controlled ground based vehicles.
5. Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

RIGGING

OCFEC rigging policy is currently under review. All plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Cellco Partnership dba Verizon Wireless** 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 30, 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:

Verizon Wireless BBQ Team Building

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

\$6,731.50

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.

Cellco Partnership dba Verizon Wireless
15505 Sand Canyon Avenue
Irvine, CA 92618

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

By _____ Date: _____

By _____ Date: _____

Title: Gregg Yacovone, Marketing Director

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

EXHIBIT A

Event Information

Event Name:	Verizon Wireless BBQ Team Building	Contract No:	R-126-17
Contact Person:	Robin Okoneski	Phone:	(916) 357-2420
Event Dates:	05/30/2017	Hours:	3:30 PM - 7:30PM

Admission Price: Private Event

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Crafters Village	05/30/2017 09:00 AM - 03:30 PM	Move In	Included
Park Plaza	05/30/2017 09:00 AM - 03:30 PM	Move In	Included
Crafters Village	05/30/2017 03:30 PM - 07:30 PM	Event	1,350.00
Park Plaza	05/30/2017 03:30 PM - 07:30 PM	Event	950.00
-Move out must be complete by 11:59 PM on Tuesday - May 30, 2017 to avoid additional charges.			Total: 2,300.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Picnic Table (<i>Round/Rectangular</i>)	Estimate 30	30.00 EA	15.00 EA	450.00
Portable Electronic Message Board	05/30/2017	2.00 EA	75.00 EA/DAY	150.00
Portable Public Address System	TBD	TBD EA	120.00 EA/DAY	TBD
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Table (<i>Rectangular</i>)	TBD	TBD EA	15.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
Total:				1,164.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	21.00 HR	42.00
Electrician	TBD	TBD HR	52.50 HR	TBD
Event Day				
Grounds Attendant Lead	05/30/2017 02:30 PM - 08:30 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	05/30/2017 02:30 PM - 08:30 PM	1.00 EA	21.00 HR	126.00
Janitorial Attendant	05/30/2017 02:30 PM - 08:30 PM	2.00 EA	21.00 HR	252.00
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	TBD	TBD HR	52.50 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	05/30/2017 02:30 PM - 08:30 PM	1.00 EA	42.50 HR	255.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
<u>Safety & Security</u>				
Security Attendant	TBD	TBD EA	21.00 HR	TBD
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT	TBD

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	05/30/2017 03:00 PM - 08:00 PM	2.00 EA	22.00 HR	220.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
Total:				2,267.50

Summary

Facility Rental Total	\$2,300.00	
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,431.50	
Refundable Deposit	\$1,000.00	
Grand Total:		\$6,731.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/16/2017	\$6,731.50
Total:		\$6,731.50
Payment Total:		\$6,731.50

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.

CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

DRONES

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Rentor must comply with request.

REVIEWED _____

DATE **June 14, 2017**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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

May 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:

Pacific Symphony - Open House

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

\$1,452.00

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

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

By _____ Date: _____

By _____ Date: _____

Title: Frank Terraglio,
Vice President of Marketing and Public Relations

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

EXHIBIT A

Event Information

Event Name:	Pacific Symphony Open House	Contract No:	R-127-17
Contact Person:	Frank Terraglio	Phone:	714-876-2381
Event Dates:	05/16/2017	Hours:	5:00 PM - 7:00 PM

Vehicle Parking Fee: Private Event (*No Parking Fee*) **Projected Attendance:** 250

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Plaza Pacifica Lobby & Terrace	05/16/2017 06:00 AM - 05:00 PM	Move-In	Included
Plaza Pacifica Lobby & Terrace	05/16/2017 05:00 PM - 07:00 PM	Event	1,000.00*

-Move out must be completed by 11:59 PM on Tuesday - May 16, 2017 to avoid additional charges.

In-Kind Trade Facility Total: 1,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00*
Chair (<i>Individual</i>)	Estimate 4	4.00 EA	2.50 EA	10.00*
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00*
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00*
Picnic Table (<i>Round</i>)	Estimate 8	8.00 EA	15.00 EA	120.00*
Portable Public Address System	Estimate 1	1.00 EA	120.00 EADAY	120.00*
Sweeper (<i>In-House</i>)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00*
Table (<i>Rectangular</i>)	Estimate 2	2.00 EA	15.00 EA	30.00*

In-Kind Trade Equipment Total: 951.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Event Day				
Grounds Attendant	05/16/2017 03:00 PM - 07:00 PM	1.00 EA	21.00 HR	84.00
Janitorial Attendant	05/16/2017 03:30 PM - 07:30 PM	3.00 EA	21.00 HR	252.00
Clean Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
<u>Event Sales & Services</u>				
Event Coordinator	05/16/2017 03:00 PM - 07:00 PM	1.00 EA	42.50 HR	170.00
<u>Safety & Security</u>				
Security Attendant	05/16/2017 03:30 PM - 07:30 PM	2.00 EA	21.00 HR	168.00
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00

Personnel Total: 1,152.00

Summary

OCFEC In-Kind Trade

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$951.00

***In-Kind Trade Total: \$1,951.00**

EXHIBIT A

Event Information

Pacific Symphony

Estimated Equipment, Reimbursable Personnel and Services Total	\$1,152.00
Refundable Deposit	\$300.00
Pacific Symphony Grand Total:	\$1,452.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/12/2017	\$1,452.00
	Total:	\$1,452.00
	Payment Total:	\$1,452.00

Please Remit Payment in *Check Only*

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

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

IN-KIND TRADE

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$951.00

In-Kind Trade Total: \$1,951.00

In exchange for above outlined **\$1,951.00 In-Kind Trade**, it has been mutually agreed that Pacific Symphony will provide promotion of the OC Fair Summer Concert Series of equal value.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

DATE **June 14, 2017**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **1st Choice RV** 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 23 - June 9, 2017

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

See Exhibit A

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

1st Choice RV Parking

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

\$5,070.00

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.

1st Choice RV
23981 Craftsman Road
Calabasas, CA 91302

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

By _____ Date: _____

By _____ Date: _____

Title: Martin Onken, Business Development, President

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

EXHIBIT A

Event Information

Event Name:	1 st Choice RV Parking	Contract No:	R-132-17
Contact Person:	Martin Onken	Phone:	(818) 225-8239
Event Dates:	05/23/2017 - 06/09/2017	Hours:	12:00AM - 11:59 PM Daily

Parking Fee: See Facility Rental Fees

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
RV Parking	05/23/2017 12:00 PM - 06/09/2017 12:00 PM (18 Days)	15.00 EA	16.00 EA/DAY	4,320.00

-Check out must be completed by 12:00 Noon on Friday - June 9, 2017 to avoid additional charges. Total: 4,320.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00

Total: 250.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up Electrician	TBD	TBD HR	52.50 HR	TBD

Total: 0.00

Summary

Facility Rental Total	\$4,320.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$250.00
Refundable Deposit	\$500.00
Grand Total:	\$5,070.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	\$5,070.00
Total:		\$5,070.00
Payment Total:		\$5,070.00

Please Remit Payment in *Cashier Check or Credit Card Only*

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

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

CAMPGROUND

Renter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

RENTER AGREES

- That parking space is for fifteen (15) RV units. Number of units will be inventoried daily by OCFEC Safety & Security personnel. 1st Choice RV will be refunded or charged for any units below or above the contracted amount in the final settlement.
- That no utilities or facilities will be used by Renter unless authorized by the District (OCFEC).
- That no hazardous materials of any kind will be stored in or around the trailers, sheds or drivers' vehicles.

EXHIBIT A

Event Information

- That there will be nothing stored outside of the RV units at any time, nor anything stored in parking space when RV units are not occupying the space.
- That all RV units will be removed from the space by **Friday, June 9, 2017**.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That RV units will not be occupied.
- That District (OCFEC) is in no way responsible for the Renter's RV units or its contents.
- That the Renter does not have exclusive use of Parking 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.
- 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 space.
- That damage occurring in Parking Lot G 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.

REVIEWED _____

DATE **June 14, 2017**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Destroy Productions dba Hawaiian Chicken Bowls** 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.

**Destroy Productions dba Hawaiian Chicken Bowls
P.O. Box 2256
Valley Center, CA 92082**

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

By _____ Date: _____

By _____ Date: _____

Title: Desteen Stroh, Owner

Title: Michele Richards, V.P. Business Development

AGREEMENT: R-133-17
DATED: June 14, 2017
WITH: Destroy Productions dba Hawaiian
Chicken Bowls
PHONE: (750) 420-8542

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2017 through December 31, 2017
(Based on availability and written approval by OCFEC)

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 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.