

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

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>EVENT</b>	<b>DESCRIPTION</b>	<b>FACILITIES</b>	<b>CONTRACT DATES</b>	<b>CONTRACT AMOUNT</b>
R-165-17	Kastl Amusements	Kastl Amusements Camping	Camping	Campground	09/24/17-10/10/17	\$2,040.00
R-166-17	Morpace Inc.	Morpace Inc. - Automotive Research Clinic	Auto Research	The Hangar	10/13/17 - 10/17/17	\$15,300.00
R-167-17	The CARLAB	Automotive Research	Auto Research	Costa Mesa Building	11/03/17-11/06/17	\$17,500.00
R-173-17	Paul Maurer Shows	Paul Maurer Shows Camping	Camping	Campground	10/02/17-10/09/17	\$4,521.50
R-001-18	Train Show Inc	Great Train Show	Consumer Show	Costa Mesa Building, Huntington Beach Building	02/02/18-02/05/18	\$32,752.50
R-002-18	WWSRA	Southern California Preview	Consumer Show	Anaheim Building	01/08/18-01-10/18	\$11,397.50
R-003-18	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publish Inc. - BrideWorld Expo	Consumer Show	Anaheim Building, Los Alamitos Building, OC Promenade	01/05/18-01/06/18	\$13,416.50
R-005-18	Sand Sports Super Show	Sand Sports Super SWAP	Swap Meet	Parking Lot I	04/07/18-04/08/18	\$5,757.00

REVIEWED \_\_\_\_\_

DATE October 19, 2017

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**September 26 - October 10, 2017**

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

**See Exhibit A**

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

**Kastl Amusements Camping**

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

**\$4,413.00**

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

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

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

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

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

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

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

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

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

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

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

**Kastl Amusements**  
**23905 Clinton Keith Drive, Suite 114-520**  
**Wildomar, CA 92595**

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

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

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

**Title: Kay Kastl, Owner**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Kastl Amusements Camping	<b>Contract No:</b>	R-165-17
<b>Contact Person:</b>	Kay Kastl	<b>Phone:</b>	(951) 757-6607
<b>Event Dates:</b>	09/26/2017 - 10/10/2017	<b>Hours:</b>	12:00AM - 11:59 PM Daily

**Camping and Parking Fee:** *See Facility Rental Fees* **Projected Attendance:** 20

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Sunday - Tuesday</b>				
Campground ( <i>Employee RV</i> )	09/26/2017 12:00 PM - 10/10/2017 12:00 PM ( <i>14 Nights</i> )	2.00 EA	40.00 EA/DAY	1,120.00
Campground ( <i>Employee Bunkhouse</i> )	09/26/2017 12:00 PM - 10/10/2017 12:00 PM ( <i>14 Nights</i> )	2.00 EA	40.00 EA/DAY	1,120.00

**-Check out must be completed by 12:00 Noon on Tuesday - October 10, 2017 to avoid additional charges. Total: 2,240.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Dumpster	Estimate 14	14.00 EA	18.00 EA	252.00
<b>Total:</b>				<b>392.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
<b>Event Day</b>				
<b>Campground Restrooms</b>				
Janitorial Attendant	09/26/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	09/27/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	09/28/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	09/29/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	09/30/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/01/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/02/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/03/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/04/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/05/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/06/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/07/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/08/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/09/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
<b>Clean Up</b>				
Grounds Attendant	TBD	TBD HR	21.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	21.00 HR	TBD
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
Plumber	TBD	TBD HR	52.50 HR	TBD

### Safety & Security

*\*Security needs will be left to the discretion of the OCFEC Safety & Security department. Should the need of an overnight Security Attendant be required, one will be added at the expense of Kastl Amusements at the rate of \$21.00/hour.*

**Total: 1,281.00**

## Summary

Facility Rental Total	\$2,240.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,673.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$4,413.00</b>

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

First Payment

Due Date  
Due Upon Signing

Amount  
\$4,413.00

**Total:**

**\$4,413.00**

**Payment Total:**

**\$4,413.00**

**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.

#### SOUND ORDINANCE

Loud music/noise is not permitted as the Campground is located near residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, **Kastl Amusements** must comply with request.

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 13 - 17, 2017**

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

**See Exhibit A**

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

**Morpace Inc. - Automotive Research Clinic**

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

**\$23,647.50**

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

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

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

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

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

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

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

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

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

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

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

**Morpace Inc.**  
**7700 Irvine Center Boulevard, Suite 660**  
**Irvine, CA 92673**

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

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

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

**Title: Chris Winkler, Vice President**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Morpace Inc. - Automotive Research Clinic	<b>Contract No:</b>	R-166-17
<b>Contact Person:</b>	Chris Winkler	<b>Phone:</b>	(949) 398-4861
<b>Event Dates:</b>	10/13/2017 - 10/17/2017	<b>Hours:</b>	<b>Saturday:</b> 8:00 AM - 8:00 PM <b>Sunday:</b> 8:00 AM - 8:00 PM <b>Monday:</b> 8:00 AM - 8:00 PM <b>Tuesday:</b> 8:00 AM - 8:00 PM

**Vehicle Parking Fee:** Parking Buyout (See Summary) **Projected Attendance:** 200

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	10/13/2017 10:00 AM - 10:00 PM	Move In	1,700.00
<b>Saturday</b>			
The Hangar	10/14/2017 08:00 AM - 08:00 PM	Event	3,400.00
<b>Sunday</b>			
The Hangar	10/15/2017 08:00 AM - 08:00 PM	Event	3,400.00
<b>Monday</b>			
The Hangar	10/16/2017 08:00 AM - 08:00 PM	Event	3,400.00
<b>Tuesday</b>			
The Hangar	10/17/2017 08:00 AM - 08:00 PM	Event	3,400.00
The Hangar	10/17/2017 08:00 PM - 11:59 PM	Move Out	Included

**-Move out must be completed by 11:59 PM on Tuesday - October 17, 2017 to avoid additional charges. Total: 15,300.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	10/14/2017 - 10/17/2017	1.00 EA	125.00 EA/DAY	500.00
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	1,200.00 EVT	1,200.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EVT	75.00
<b>Total:</b>				<b>2,372.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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
<b>Event Day</b>				
Janitorial Attendant	10/14/2017 Estimate 4 Hours in the AM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/14/2017 Estimate 4 Hours in the PM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/15/2017 Estimate 4 Hours in the AM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/15/2017 Estimate 4 Hours in the PM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/16/2017 Estimate 4 Hours in the AM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/16/2017 Estimate 4 Hours in the PM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/17/2017 Estimate 4 Hours in the AM	2.00 EA	21.00 HR	168.00
Janitorial Attendant	10/17/2017 Estimate 4 Hours in the PM	2.00 EA	21.00 HR	168.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	21.00 HR	168.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	TBD	TBD HR	52.50 HR	TBD



# EXHIBIT A

## Event Information

### 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

### Outside Service

State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
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**Total: 2,875.50**

### Summary

Facility Rental Total	\$15,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,247.50
Parking Buyout ( <i>Based on 200 vehicles at \$8.00 each</i> )	\$1,600.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$23,647.50</b>

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	10/02/2017	\$23,647.50
<b>Total:</b>		<b>\$23,647.50</b>
<b>Payment Total:</b>		<b>\$23,647.50</b>

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

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

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**November 3 - 6, 2017**

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

**See Exhibit A**

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

**The CARLAB**

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

**\$17,500.00**

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.

**The CARLAB**  
**217 East Champan Avenue**  
**Orange, CA 92866**

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

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

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

**Title: Bob Martin, Sr. Consultant**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	The CARLAB	<b>Contract No:</b>	R-167-17
<b>Contact Person:</b>	Bob Martin	<b>Phone:</b>	(714) 743-2393
<b>Event Dates:</b>	11/04/2017 - 11/06/2017	<b>Hours: Saturday:</b>	7:00 AM - 7:00 PM
		<b>Sunday:</b>	7:00 AM - 7:00 PM
		<b>Monday:</b>	8:00 AM - 2:00 PM

**Vehicle Parking Fee:** Parking Buyout (*See Summary*) **Projected Attendance:** 110

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	11/03/2017 09:00 AM - 08:00 PM	Move In	2,100.00
Festival Field Asphalt (100' x 100' Space)	11/03/2017 09:00 AM - 08:00 PM	Move In	150.00
<b>Saturday</b>			
Costa Mesa Building (#10)	11/04/2017 07:00 AM - 07:00 PM	Event	4,200.00
Festival Field Asphalt (100' x 100' Space)	11/04/2017 07:00 AM - 07:00 PM	Event	300.00
<b>Sunday</b>			
Costa Mesa Building (#10)	11/05/2017 07:00 AM - 07:00 PM	Event	4,200.00
Festival Field Asphalt (100' x 100' Space)	11/05/2017 07:00 AM - 07:00 PM	Event	300.00
<b>Monday</b>			
Costa Mesa Building (#10)	11/06/2017 12:00 PM - 03:00 PM	Move Out	Included
Festival Field Asphalt (100' x 100' Space)	11/06/2017 06:00 AM - 12:00 PM	Event	300.00
Festival Field Asphalt (100' x 100' Space)	11/06/2017 12:00 PM - 02:00 PM	Move Out	Included

**-Move out must be completed by 11:59 PM on Monday - November 6, 2017 to avoid additional charges. Total: 11,550.00**

## 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
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Scissor Lift ( <i>Cover Cameras</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper ( <i>In-House</i> )	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
<b>Total:</b>				<b>1,629.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	21.00 HR	105.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	21.00 HR	84.00
Electrician	Estimate 1 Hour	1.00 HR	52.50 HR	52.50
<b>Event Day</b>				
Janitorial Attendant	11/04/2017 Estimate 4 Hours in the AM	1.00 EA	21.00 HR	84.00
Janitorial Attendant	11/04/2017 Estimate 4 Hours in the PM	1.00 EA	21.00 HR	84.00
Janitorial Attendant	11/05/2017 Estimate 4 Hours in the AM	1.00 EA	21.00 HR	84.00
Janitorial Attendant	11/05/2017 Estimate 4 Hours in the PM	1.00 EA	21.00 HR	84.00
Janitorial Attendant	11/06/2017 Estimate 4 Hours in the AM	1.00 EA	21.00 HR	84.00
<b>Clean Up</b>				
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
<b>Parking</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00

# EXHIBIT A

## Event Information

Parking Attendant	Estimate 16 Hours	16.00 HR	21.00 HR	336.00
<b>Outside Services</b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
<b>Total:</b>				<b>1,941.00</b>

## Summary

Facility Rental Total	\$11,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,570.00
Parking Buyout ( <i>Based on 110 vehicles at \$8.00 each</i> )	\$880.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$17,500.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/06/2017	\$17,500.00
<b>Total:</b>		<b>\$17,500.00</b>
<b>Payment Total:</b>		<b>\$17,500.00</b>

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

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

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 2 - 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:

**Paul Maurer Shows Camping**

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

**\$4,521.50**

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

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

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

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

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

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

11. The Rules and Regulations printed on the 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.

**Paul Maurer Shows**  
**P.O. Box 3211**  
**Huntington Beach, CA 92605**

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

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

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

**Title: Paul F. Maurer, Owner**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Paul Maurer Shows Camping	<b>Contract No:</b>	R-173-17
<b>Contact Person:</b>	Paul Maurer	<b>Phone:</b>	(310) 489-4047
<b>Event Dates:</b>	10/02/2017 - 10/09/2017	<b>Hours:</b>	12:00AM - 11:59 PM Daily

**Camping and Parking Fee:** *See Facility Rental Fees* **Projected Attendance:** 20

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Monday - Monday</b>				
Campground ( <i>Employee RV</i> )	10/02/2017 12:00 PM - 10/09/2017 12:00 PM (7 Nights)	5.00 EA	40.00 EA/DAY	1,400.00
Campground ( <i>Employee Bunkhouse</i> )	10/02/2017 12:00 PM - 10/09/2017 12:00 PM (7 Nights)	5.00 EA	40.00 EA/DAY	1,400.00

**-Check out must be completed by 12:00 Noon on Monday - October 9, 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>
30 Amp Drop	Estimate 1	1.00 EA	50.00 EA	50.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
<b>Total:</b>				<b>371.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	Estimate 3 Hours	3.00 HR	52.50 HR	157.50
<b>Event Day</b>				
<b>Campground Restrooms</b>				
Janitorial Attendant	10/02/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/03/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/04/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/05/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/06/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/07/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
Janitorial Attendant	10/08/2017 Estimate 4 Hours	1.00 EA	21.00 HR	84.00
<b>Clean Up</b>				
Grounds Attendant	TBD	TBD HR	21.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	21.00 HR	TBD
Electrician	Estimate 2 Hours	2.00 HR	52.50 HR	105.00
Plumber	TBD	TBD HR	52.50 HR	TBD

### Safety & Security

*\*Security needs will be left to the discretion of the OCFEC Safety & Security department. Should the need of an overnight Security Attendant be required, one will be added at the expense of Paul Maurer Shows at the rate of \$21.00/hour.*

**Total: 850.50**

## Summary

Facility Rental Total	\$2,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,221.50
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$4,521.50</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Due Upon Signing	\$4,521.50
<b>Total:</b>		<b>\$4,521.50</b>
<b>Payment Total:</b>		<b>\$4,521.50</b>



# EXHIBIT A

## Event Information

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.

### SOUND ORDINANCE

Loud music/noise is not permitted as the Campground is located near residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, **Paul Maurer Shows** must comply with request.

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**February 2 - 5, 2018**

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

**See Exhibit A**

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

**Great Train Show**

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

**\$32,752.50**

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

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

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

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

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

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

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

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

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

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

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

**Train Show Inc.  
280 Carlton Drive  
Carol Stream, IL 60543**

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

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

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

**Title: Randy Bachmann, President**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Great Train Show	<b>Contract No:</b>	R-001-18
<b>Contact Person:</b>	Bill Grove	<b>Phone:</b>	(630) 608-4988
<b>Event Dates:</b>	02/03/2018 - 02/04/2018	<b>Hours:</b>	Saturday: 10:00 AM - 4:00 PM Sunday: 10:00 AM - 4:00 PM

**Admission Price:** Adult: \$9.00 Child: 12 & Under Free

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

**Projected Attendance:** 5,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	02/02/2018 10:00 AM - 06:00 PM	Move In	2,150.00
Huntington Beach Building (#12)	02/02/2018 10:00 AM - 06:00 PM	Move In	1,650.00
<b>Saturday</b>			
Costa Mesa Building (#10)	02/03/2018 10:00 AM - 04:00 PM	Event	4,300.00
Huntington Beach Building (#12)	02/03/2018 10:00 AM - 04:00 PM	Event	3,300.00
<b>Sunday</b>			
Costa Mesa Building (#10)	02/04/2018 10:00 AM - 04:00 PM	Event	4,300.00
Huntington Beach Building (#12)	02/04/2018 10:00 AM - 04:00 PM	Event	3,300.00
<b>Monday</b>			
Costa Mesa Building (#10)	02/05/2018 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	02/05/2018 06:00 AM - 12:00 PM	Move Out	No Charge

**-Move out must be completed by 12:00 Noon on Monday - February 5, 2018 to avoid additional charges. Total: 19,000.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 21	21.00 EA	18.00 EA	378.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 200	200.00 EA	8.00 EA	1,600.00
Marquee Board (4 Consecutive Weeks)	01/08/2018 - 02/04/2018	4.00 WK	Included	Included
Portable Electronic Message Board	02/03/2018 - 02/04/2018	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	02/03/2018 - 02/04/2018	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EVT	100.00
<b>Total:</b>				<b>4,973.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	22.00 HR	176.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	22.00 HR	132.00
Electrician	Estimate 4 Hours	4.00 HR	55.00 HR	220.00
<b>Event Day</b>				
Grounds Attendant Lead	02/03/2018 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	02/03/2018 09:00 AM - 04:00 PM	2.00 EA	22.00 HR	308.00
Janitorial Attendant	02/03/2018 09:00 AM - 04:00 PM	4.00 EA	22.00 HR	616.00
Grounds Attendant Lead	02/04/2018 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	02/04/2018 09:00 AM - 04:00 PM	2.00 EA	22.00 HR	308.00
Janitorial Attendant	02/04/2018 09:00 AM - 04:00 PM	4.00 EA	22.00 HR	616.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	22.00 HR	352.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	22.00 HR	132.00
Electrician	Estimate 3 Hours	3.00 HR	55.00 HR	165.00

### Event Sales & Services

Event Coordinator	02/03/2018 09:00 AM - 04:00 PM	1.00 EA	45.00 HR	315.00
Event Coordinator	02/04/2018 09:00 AM - 04:00 PM	1.00 EA	45.00 HR	315.00

### Parking

Parking Attendant Lead	02/02/2018 10:00 AM - 06:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	02/02/2018 10:00 AM - 06:00 PM	2.00 EA	22.00 HR	352.00

### Safety & Security

Security Attendant - Overnight	02/02/2018 06:00 PM - 02/03/2018 07:00 AM	1.00 EA	22.00 HR	286.00
Security Attendant - Overnight	02/03/2018 04:00 PM - 02/04/2018 09:00 AM	1.00 EA	22.00 HR	374.00
Security Attendant - Ticket Taker	02/03/2018 09:00 AM - 03:30 PM	2.00 EA	22.00 HR	286.00
Security Attendant - Ticket Taker	02/04/2018 09:00 AM - 03:30 PM	2.00 EA	22.00 HR	286.00

### Technology

Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
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### Outside Services

Emergency Medical Services	02/03/2018 08:30 AM - 04:30 PM	2.00 EA	23.00 HR	368.00
Emergency Medical Services	02/04/2018 08:30 AM - 04:30 PM	2.00 EA	23.00 HR	368.00
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	TBD EA	TBD EVT	TBD

**Total: 7,279.50**

### Summary

Facility Rental Total	\$19,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,252.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$32,752.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/02/2017	\$1,000.00
Second Payment	10/02/2017	\$10,584.50
Third Payment	11/02/2017	\$10,584.00
Fourth Payment	12/01/2017	\$10,584.00
<b>Total:</b>		<b>\$32,752.50</b>
<b>Payment Total:</b>		<b>\$32,752.50</b>

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

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

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 8 - 10, 2018**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**Southern California Preview**

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

**\$11,397.50**

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

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

**WWSRA**  
**726 Tencity Drive, Unit B**  
**Longmont, CO 80504**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Cami Garrison, Association Director**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Southern California Preview	<b>Contract No:</b>	R-002-18
<b>Contact Person:</b>	Katie Dody	<b>Phone:</b>	(720) 984-3504
<b>Event Dates:</b>	01/09/2018 - 01/10/2018	<b>Hours:</b>	Tuesday: 8:00 AM - 7:00 PM Wednesday: 8:00 AM - 6:00 PM

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

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	01/08/2018 08:00 AM - 10:00 PM	Move In	1,100.00
<b>Tuesday</b>			
Anaheim Building (#16)	01/09/2018 08:00 AM - 07:00 PM	Event	2,200.00
<b>Wednesday</b>			
Anaheim Building (#16)	01/10/2018 08:00 AM - 06:00 PM	Event	2,200.00

**-Move out must be completed by 11:59 PM on Wednesday - January 10, 2018 to avoid additional charges. Total: 5,500.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 4	4.00 EA	70.00 EA	280.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Portable Electronic Message Board	01/09/2018 - 01/10/2018	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper ( <i>In-House</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,556.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	22.00 HR	66.00
Electrician	Estimate 1 Hour	1.00 HR	55.00 HR	55.00
<b>Event Day</b>				
Janitorial Attendant	01/09/2018 - 4 Hours in the AM	2.00 EA	22.00 HR	176.00
Janitorial Attendant	01/09/2018 - 4 Hours in the PM	2.00 EA	22.00 HR	176.00
Janitorial Attendant	01/10/2018 - 4 Hours in the AM	2.00 EA	22.00 HR	176.00
Janitorial Attendant	01/10/2018 - 4 Hours in the PM	2.00 EA	22.00 HR	176.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Electrician	Estimate 1 Hour	1.00 HR	55.00 HR	55.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	01/09/2018 07:00 AM - 07:00 PM	1.00 EA	45.00 HR	540.00
Event Coordinator	01/10/2018 07:00 AM - 06:00 PM	1.00 EA	45.00 HR	495.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant - Overnight	01/08/2018 06:00 PM - 01/09/2018 08:00 AM	1.00 EA	22.00 HR	308.00
Security Attendant - Overnight	01/09/2018 06:00 PM - 01/10/2018 08:00 AM	1.00 EA	22.00 HR	308.00
<b><u>Outside Services</u></b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
<b>Total:</b>				<b>3,341.50</b>



# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$5,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,897.50
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$11,397.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/08/2017	\$1,000.00
Second Payment	10/09/2017	\$5,198.75
Third Payment	12/08/2017	\$5,198.75
<b>Total:</b>		<b>\$11,397.50</b>
<b>Payment Total:</b>		<b>\$11,397.50</b>

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

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

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

### CANOPIES / TENTS

No canopies or tents inside the building per the State Fire Marshal.

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

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

### VENDOR HANG TAGS

\$4.00 per day

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adcom Publishing Inc. - BrideWorld Expo** hereinafter, called the Rentor

**WITNESSETH:**

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

**January 5 - 6, 2018**

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

**See Exhibit A**

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

**Adcom Publishing Inc. - BrideWorld Expo**

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

**\$13,416.50**

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

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

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

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

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

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

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

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

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

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

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

**Adcom Publishing Inc. - BrideWorld Expo**  
**14742 Beach Boulevard, #409**  
**La Mirada, CA 90638**

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

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

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

**Title: Steve Berry, President**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Adcom Publishing Inc. - BrideWorld Expo	<b>Contract No:</b>	R-003-18
<b>Contact Person:</b>	Steve Berry	<b>Phone:</b>	(714) 670-7800
<b>Event Date:</b>	01/06/2018	<b>Hours:</b>	Saturday: 10:00 AM - 4:00 PM

**Admission Price:** Adult: \$10.00

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

**Projected Attendance:** 2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Anaheim Building (#16)	01/05/2018 07:00 AM - 10:00 PM	Move In	1,100.00
Los Alamitos Building (#14)	01/05/2018 07:00 AM - 10:00 PM	Move In	1,450.00
OC Promenade (Span)	01/05/2018 07:00 AM - 10:00 PM	Move In	Included
<b>Saturday</b>			
Anaheim Building (#16)	01/06/2018 10:00 AM - 04:00 PM	Event	2,200.00
Los Alamitos Building (#14)	01/06/2018 10:00 AM - 04:00 PM	Event	2,900.00
OC Promenade (Span)	01/06/2018 10:00 AM - 04:00 PM	Event	Included

**-Move out must be complete by 11:59 PM on Saturday - January 6, 2018 to avoid additional charges. Total: 7,650.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 8	8.00 EA	25.00 EA	200.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Boxes	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	12/31/2017 - 01/06/2018	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops - Do Not Provide Message Boards	N/A EA	75.00 EA/DAY	N/A
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
<b>Total:</b>				<b>1,683.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	22.00 HR	66.00
Electrician	Estimate 4 Hours	4.00 HR	55.00 HR	220.00
<b>Event Days</b>				
Grounds Attendant Lead	01/06/2018 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/06/2018 08:00 AM - 04:00 PM	2.00 EA	21.00 HR	352.00
Janitorial Attendant	01/06/2018 08:00 AM - 04:00 PM	2.00 EA	22.00 HR	352.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	22.00 HR	220.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	22.00 HR	176.00
Electrician	Estimate 3 Hours	3.00 HR	55.00 HR	165.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	01/06/2018 08:00 AM - 04:00 PM	1.00 EA	45.00 HR	360.00
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	22.00 HR	176.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	01/06/2018 09:30 AM - 04:30 PM	2.00 EA	23.00 HR	322.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.50 HR	263.00 HR	394.50
<b>Total:</b>				<b>3,283.50</b>

### Summary

Facility Rental Total	\$7,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,966.50
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$13,416.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/05/2017	\$6,708.25
Second Payment	12/05/2017	\$6,708.25
<b>Total:</b>		<b>\$13,416.50</b>
<b>Payment Total:</b>		<b>\$13,416.50</b>

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

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

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

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

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

REVIEWED \_\_\_\_\_

DATE **October 19, 2017**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sand Sports Super Show** hereinafter, called the Rentor

**WITNESSETH:**

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

**April 7 - 8, 2018**

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

**See Exhibit A**

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

**Sand Sports Super SWAP**

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

**\$5,757.00**

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.

**Sand Sports Super Show  
838 North Delaware Street  
Indianapolis, IN 46204**

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

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

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

**Title: Mike Moore, President**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Sand Sports Super SWAP	<b>Contract No:</b>	R-005-18
<b>Contact Person:</b>	Mike Moore	<b>Phone:</b>	(317) 716-2684
<b>Event Date:</b>	04/08/2018	<b>Hours:</b>	7:00 AM - 2:00 PM

**Admission Price:** Adult: \$10.00 Child: 12 & Under Free

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

**Attendance:** 1,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot I	04/07/2018 06:00 PM - 9:00 PM	Move In	475.00
<b>Sunday</b>			
Parking Lot I	04/08/2018 05:00 AM - 07:00 AM	Move In	
Parking Lot I	04/08/2018 07:00 AM - 02:00 PM	Event	1,900.00

**-Move out must be completed by 11:59 PM on Sunday - April 8, 2018 to avoid additional charges.**

**Total: 2,375.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Estimate 21	21.00 EA	15.00 EA	315.00
Dumpster	Estimate 14	14.00 EA	18.00 EA	252.00
Electrical Splitter Box	TBD	TBD HR	75.00 HR	TBD
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Portable Electronic Message Board	04/08/2018	2.00 EA	75.00 EA/DAY	150.00
Sweeper ( <i>In-House</i> )	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

**Total: 1,092.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Electrician	TBD	TBD HR	55.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	04/08/2018 05:00 AM - 02:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	04/08/2018 06:00 AM - 02:00 PM	1.00 EA	22.00 HR	176.00
Janitorial Attendant	04/08/2018 06:00 AM - 02:00 PM	2.00 EA	22.00 HR	352.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	22.00 HR	132.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	22.00 HR	176.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	04/08/2018 06:00 AM - 02:00 PM	1.00 EA	45.00 HR	360.00
<b><u>Parking</u></b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
<i>(Set Up and Tear Down of Directional Signage and Portable Electronic Message Board)</i>				
<b><u>Safety &amp; Security</u></b>				
Security Attendant - Overnight	04/07/2018 09:00 PM - 04/08/2018 05:00 AM	1.00 EA	22.00 HR	176.00

**Total: 1,790.00**

## Summary

Facility Rental Total	\$2,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,882.00
Refundable Deposit	\$500.00

**Grand Total: \$5,757.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/08/2018	\$5,757.00

**Total: \$5,757.00**

**Payment Total: \$5,757.00**



# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

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

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

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