

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
DECEMBER 2018**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-283-18CF	California Rabbit and Cavy Shows, Inc.	Rabit show at Centennial Farm	Year round	12/15/18-12/15/18		\$0.00
SA-001-19CF	California Rabbit and Cavy Shows, Inc.	Rabit show at Centennial Farm	Year round	3/3/19-3/3/19		\$0.00
SA-282-18CT	Ticketmaster, LLC	Computerized ticketing services. Three (3) year term with two (2) 1-year options to renew.	Year round	12/01/18 - 09/30/21		\$2,562,300.00 (plus \$878,800 for option

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-258-13WC #4	Lopez Works Incorporated	Contract extension	Year round	11/1/13-2/28/19		\$0.00
SA-004-15CI A# 3	Coulter Associates LLC	Amusement ride safety inspection services. Exercise next option year	Year round/Fair Time	1/1/15-12/31/19		\$97,500.00
SA-005-15ET A#6	CWF, Inc. DBA A-1 Party Rental	Event tenting, drapery & furniture rental. Exercise next option year	Year round/Fair Time	2/1/15-1/31/20		\$390,077.96
SA-055-15HS A#3	3G Productions, Inc.	Provide sound equipment and services. Exercise next option year	Fair Time/Fair Time	5/1/15-12/31/2019		\$265,225.00
SA-057-15HV A#3	Production Resource Group, LLC (PRG)	Video and production services. Exercise next option year	Fair Time	5/1/15-12/31/19		\$212,715.00
SA-117-15GL A#3	PRG (California), Inc.	Lighting, staging, and truss equipment and services	Fair Time	6/1/15-12/31/19		\$358,461.08
SA-271-15PA A#3	Lisa Sexton	Amend the original contract to include marketing and booking eight (8) additional shows during the 2018 Pacific Amphitheatre season.	Fair Time	01/01/18 - 12/31/18		\$24,000.00
SA-271-15PA A#4	Lisa Sexton	Fourth option year. Not to exceed amount based upon the flat rate of \$185,122.00 for 23 shows during the 2019 Summer Concert Series plus 10 additional shows at \$3,000 per show.	Fair Time	01/01/19 - 12/31/19		\$215,122.00
SA-046-16YR A#2	West Coast Emergency Medical Services	Provide emergency medical technician services. Exercise next option year	Year round/Fair Time	3/7/16-12/31/2019		\$87,056.00
SA-087-16FT A#4	Williams Scotsman, Inc.	ADA restroom trailer rental. Exercise next option year	Fair Time	4/1/16-12/31/19		\$95,953.31
SA-224-16FTYR A#3	Khavarian Enterprises, Inc. DBA Vision Communications Company	Radio equipment rental. Exercise next option year	Year round/Fair Time	3/1/16-12/31/19		\$61,400.00
SA-240-16SP A#2	Backyard BBQ	Sponsorship, exercise option year	Year round	5/1/16-4/30/20	\$17,500.00	
SA-238-18YR A#2	Bar None Group, Inc. DBA Pacific Coast Entertainment	Ground sound audio services. Exercise next option year	Fair Time	7/1/18-6/30/20		\$108,822.76

Interagency Agreements

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

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DECEMBER 2018**

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Letters of Understanding

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

CONTRACT NUMBER SA-283-18CF	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE TO:
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Attn: Accounts Payable

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . CALIFORNIA RABBIT AND CAVY SHOWS, INC.
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2. The agreement term is from 12/15/2018 through 12/15/2018

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -

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

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

- Exhibit A – Scope of Work – **Rabbit Show at Centennial Farm**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)
 GTC*SF **4/17** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language
 Other Exhibits (*List*) _____

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

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME CALIFORNIA RABBIT AND CAVY SHOWS, INC.	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Allen Mesick	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 33995 Black Mountain Road, Tollhouse, CA 93667 (559) 696-8751, Email: allenwestbound854@gmail.com	


FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Centennial Farm/Livestock
(714) 708-1925

CALIFORNIA RABBIT AND CAVY SHOWS, INC.
ALLEN MESICK
(559) 696-8751

CONTRACTOR AGREES:

1. To host a rabbit show at Centennial Farm on Saturday, December 15, 2018.
2. To provide all supplies related to the judging of the rabbit show including but not limited to judging tables, judging cages, and judges.
3. To set up no earlier than 6:30 a.m. the morning of the show.
4. To clean up all material related to the show, including trash, at the end of the show, but no later than 7 p.m.
5. To provide an information table to answer any questions the public may have concerning the show or rabbits.
6. All exhibitors of the show must remain within the Centennial Farm area. Exhibitors must maintain a professional image and keep areas clean.
7. To allow OC Fair staff to review the show catalog prior to the show.
8. Exhibitors may not sell animals to the public while on fair grounds.
9. To provide the District proof of insurance.
10. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.
11. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The State reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Millennium Barn at Centennial Farm.
2. To provide tables and chairs, exact number to be determined by the District.
3. Free parking for rabbit show attendees.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during

EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and



EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 18. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 19. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority
5/2018

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. **List as the Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. **Dates:**
The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. **Coverages:**
 - a. **General Liability:**
Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. **Automobile Liability:**
Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.



c. **Workers' Compensation:**

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

d. **Medical Malpractice:**

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

e. **Liquor Liability:**

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

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

5. **Certificate Holder:**

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

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

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

6. **Insurance Company:**

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

7. **Insured:**

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

OR

B. **CFSA Special Events Program:**

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

OR

C. **Master Certificates:**

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

OR

D. **Self-Insurance:**

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

II. **General Provisions**

A. **Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to

keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

CONTRACT NUMBER SA-001-19CF	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE TO:
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Attn: Accounts Payable

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . CALIFORNIA RABBIT AND CAVY SHOWS, INC.
---	--

2. The agreement term is from 3/3/2019 through 3/3/2019

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -



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

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

- Exhibit A – Scope of Work – **Rabbit Show at Centennial Farm**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)
 GTC*SF **4/17** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language
 Other Exhibits (*List*) _____

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME CALIFORNIA RABBIT AND CAVY SHOWS, INC.			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Allen Mesick			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 33995 Black Mountain Road, Tollhouse, CA 93667 (559) 696-8751, Email: allenwestbound854@gmail.com			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE

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


SIGNATURE OF ACCOUNTING OFFICER  DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Centennial Farm/Livestock
(714) 708-1925

CALIFORNIA RABBIT AND CAVY SHOWS, INC.
ALLEN MESICK
(559) 696-8751

CONTRACTOR AGREES:

1. To host a rabbit show at Centennial Farm on Sunday, March 3, 2019.
2. To provide all supplies related to the judging of the rabbit show including but not limited to judging tables, judging cages, and judges.
3. To set up no earlier than 6:30 a.m. the morning of the show.
4. To clean up all material related to the show, including trash, at the end of the show, but no later than 7 p.m.
5. To provide an information table to answer any questions the public may have concerning the show or rabbits.
6. All exhibitors of the show must remain within the Centennial Farm area. Exhibitors must maintain a professional image and keep areas clean.
7. To allow OC Fair staff to review the show catalog prior to the show.
8. Exhibitors may not sell animals to the public while on fair grounds.
9. To provide the District proof of insurance.
10. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.
11. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The State reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Millennium Barn at Centennial Farm.
2. To provide tables and chairs, exact number to be determined by the District.
3. Free parking for rabbit show attendees.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and



EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
19. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.



DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority
5/2018

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. **List as the Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. **Dates:**
The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. **Coverages:**
 - a. **General Liability:**
Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. **Automobile Liability:**
Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.



c. **Workers' Compensation:**

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

d. **Medical Malpractice:**

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

e. **Liquor Liability:**

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

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

5. **Certificate Holder:**

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

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

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

6. **Insurance Company:**

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

7. **Insured:**

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

OR

B. **CFSA Special Events Program:**

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

OR

C. **Master Certificates:**

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

OR

D. **Self-Insurance:**

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

II. **General Provisions**

A. **Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to

keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

AGREEMENT NUMBER SA-282-18CT
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
TICKETMASTER, LLC

2. The term of this Agreement is: **12/01/18** through **09/30/21** **FED ID:**
with two (2) one-year options to renew at the sole discretion of the District.

3. The maximum amount of this Agreement is: **\$2,562,300.00 (not to exceed \$4,332,250.00 with inclusion of option years)**



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

Exhibit A – Scope of Work – To provide Computerized Ticketing Services for the 32nd District Agricultural Association (“District”). See Page 2 for additional details.	Pages 1 – 11
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 12
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 17 – 20
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 21 – 23
Exhibit F – Ticketmaster Terms & Conditions (Attached hereto as part of this agreement)	Pages 24 – 29

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) TICKETMASTER, LLC	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Geoff Carns, Senior Vice President	
ADDRESS 7060 Hollywood Boulevard, Los Angeles, CA 90028 (310) 639-8807	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	

<i>California Department of General Services Use Only</i>
<input type="checkbox"/> Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Dan Gaines
Title: Entertainment Director
Phone number: (714) 708-1924

Ticketmaster, LLC
Name: Geoff Carns
Title: Senior Vice President
Phone number: (310) 639-8807

1. Overview

- A. Services are to include ticket selling, event support, customer support, gate access control, event marketing, accurate and reliable reporting, current and reliable equipment and adequately staffed charge-by-phone call centers. The vendor's Financial Bid reflects all costs to the District for these services and equipment.

2. Access Control

- A. Contractor must provide a fully functioning access control system. This system must include, but is not limited to:
1. Wireless and encrypted entry scanners capable of reading "ticket" barcodes from physical tickets, print-at-home tickets and portable mobile devices. All scanners must be able to read all barcodes, QR codes, etc., produced by ticketing system.
 2. System must allow Venue to set parameters for events to include:
 - a. Event access rules.
 - b. Event editor.
 - c. Device editor.
 - d. Ability to group devices to specific venues on property.
 3. The Contractor must verify ability to monitor attendance flow instantaneously via internet-based program or local TCP-IP network which allows Venue to draw scan information in real time. Scan information/functionality should include, but is not limited to:
 - a. Provide immediate information about an individual ticket barcode
 - b. Ticket barcodes scanned at each point of entry, and immediately verify if a given barcode is valid for entry, has been voided, provide scanner-based information/reason for any rejected barcode, verify the number of times a barcode has been scanned during a given period, etc.
 - c. Provide barcodes that can be utilized for multi-day/event.
 - d. Scanners should provide scanner operator with a read out of the type of ticket being scanned, e.g., Adult, Child, Senior, etc.
- B. Contractor shall ensure the ability to provide sets of barcodes to be applied to employee badges, contractor badges, etc., so that gate entry can be recorded for these non-guest attendees
1. Importing of ticket barcode numbers into scanning system that follow the format determined by service provider must be acceptable to be scanned.

3. Accounting

Note - The OCFAEC Accounting Department currently uses general ledger software called ActivityHD, by nQativ.

- A. Contractor must provide Accounting support at no additional cost to the District. This is to say the vendor's client services support personnel will assist as needed with reconciliation questions/issues, credit card management involving chargebacks and related items, remittance reports, fee analysis, and creation of custom reports, if needed.
- B. With several unique ticket sales locations at the District (Action Sports Arena, Fair Gates, The Hangar, OC Fair, Pacific Amphitheatre, etc., Contractor must be able to provide venue-specific information. That is, the ability to report ticket sales, ticket revenue, rebates, charges, etc., by venue.

EXHIBIT A – SCOPE OF WORK (CONT.)

- C. Payment for all tickets sold through Contractor’s telephone and internet ticket reservation system shall be paid on a weekly basis minimally, for all tickets sold the prior week.
- D. The ticketing system must provide the District’s Accounting Department with reporting showing rebate amounts and sources, by event.
- E. The system must be PCI compliant and certified
- F. The system should be SASE 16 certified by and independent auditing firm.

4. Box Office Functionality

- A. The system must allow District to sell tickets to guests via internet, vendor phone centers, at widespread multiple point-of-entry locations on the OC Fair & Event Center (OCFEC) grounds, and remotely via compatible tablets on-site or off-site.
 - 1. The system must allow for the sales of reserved seat tickets as well as general admission tickets.
 - 2. Contractor must offer a permission-based system with the ability to manage and track all ticket-related activities effectively with the inherent ability to control and track all revenue and non-revenue related transactions that take place.
 - 3. The system must allow the ability to enable or disable entire events as well as individual ticket type within an event.
 - 4. The permission-based security of the system must reside with the operator login code, not with the terminal. Unique codes and/or passwords must be provided to all users of the system. The level of activity must correspond to various code levels. Or, the level of activity must be able to be adjusted by the in-house administrator(s).
 - 5. When purchasing tickets via the internet, customers must be allowed to have the system choose best available seats for them or allow them to select their seat location of choice via an interactive seating map.
 - 6. The system must provide the venue with the ability to assign additional internal service charges and/or fees internally (or inclusive to ticket price). Reporting must exist which allows for the clear financial summary of these additional charges.
 - 7. The system must provide the ability to immediately reclassify any ticket from one category to another. It must also automatically perform the proper accounting needed to adjust for such a classification change.
 - 8. The Box Office will have the ability to provide print-at-home tickets to customers at no cost to the venue or ticket recipient.
 - 9. The seating inventory selling pattern must be configurable to distribute next-best available tickets in a way which properly “dresses” the house.
 - 10. The system must provide all operators the ability to view seat, row and section display to provide customers with the best seating options. The displays must include section name, rows and seat numbers. Available seats must be clearly distinguishable from unavailable seats.
 - 11. System must have the ability to facilitate a “shopping cart” for customers who are purchasing multiple events.
 - 12. The system must have the ability to place seats in specific holds such that they are not available to the public. There should be a minimum of 20 price types and at least 10 hold categories. The system must have the capacity to issue complimentary tickets.
 - a. The system must also be able to hold seats in such a way as to restrict from the public while being available to others with unique access such as a password (e.g. protected ticket on sales, presales or voucher redemptions).

EXHIBIT A – SCOPE OF WORK (CONT.)

- b. The system must have the ability to change seat locations from one category to another. That is, from one hold type to another hold type, a paid or complimentary to an unsold category, or an unsold category to a sold or complimentary category.
 - c. The system must be ADA compliant
 - d. The system must be able to show to internal and external ticket sellers those seats which are non-contiguous and/or those seats which might be flagged as “limited view.” In this kind of situation, sellers must be alerted to these limitations with messaging on the screen which allows them to convey this message to customers.
- B. The system must provide the District staff with the ability to build, price and scale events.
- C. The system must provide credit card authorization. This authorization must be instantaneous and posted real-time. System must allow for transaction reversals and credit card refund/credits.
- D. The system must be able to record the sale of tickets as cash or other methods of payment, including but not limited to, American Express, COD, Consignment, Discover, Exchange, Gift Certificates, MasterCard, Potential Sales, VISA or Voucher.
- 1. Consignment tickets must be called out on event reporting as “Potential Sales Only” until such time as tickets are either returned as unsold or paid with ticket revenue.
 - 2. The system must have the ability to issue complimentary tickets and have the audit report reflect no associated dollar amount.
- E. The ability to track (see Reporting) and manage all ticket sales activities with the ability to track all monies from ticket sales revenue.
- F. Contractor must provide remote tickets sales functionality via District owned mobile devices.
- 1. Sales via this device must be in real time.
 - 2. A seat map showing locations to the customer must be available.
 - 3. If District chooses, these “Box Office” sales, should have no service charges applied to these transactions.
- G. District designated senior staff will have the ability to change ticket text when necessary.
- H. Ticketing system should be fully integrated with promotional ticket sites such as Goldstar and Groupon.
- 1. Venue should be able to set pricing and seats directly for distribution through these promotional sites.
 - 2. Sales should be reflected directly in venue reports.
- I. Contractor’s system must have the ability to handle extremely heavy walk-up traffic.
- J. The system wherewithal must allow for specific seat selling, automatic seat selection (best available), price category sales (selling by addressing the price level only), series sales, and multiple event sales.
- K. The system must be able to provide the ability to upsell additional products such as parking, concessions, merchandise, etc.
- 1. The ability to bundle or create packaging that includes event tickets with miscellaneous items should exist.
- L. Box Office must be able to create Venue Only events as necessary. These events would be invisible to the public (e.g. staff or sponsor gathering, artists gathering, etc.). Since these events would be for internal purposes only, with no outside sales, there should be no fees assigned.
- M. Ticket service charges and facility fees must be able to be assigned to all ticket types. Reporting must be available to track this non-ticket revenue. Service charges must not be included in sales figures listed in the event proper Event Audit.
- N. The District should have the ability to designate ticket returns, cancels, voids to be either be placed into the status they were purchased from, or into a District designated hold status. Returned tickets should have the ability to be resold immediately at the District senior staff discretion.

EXHIBIT A – SCOPE OF WORK (CONT.)

- O. The District has diverse requirements associated with season ticketing and utilization of customer accounts. To accommodate these needs, the Contractor's season pass ticket package must allow for the input of all pertinent data for customers.
 - 1. This information must include, but is not limited to name, address, multiple phone numbers, email address, payment information (within PCI guidelines) and accounting data.
 - 2. Accounts must have the ability to be classified by customer type, i.e., vendor, sponsor, exhibitor, group sales, etc.
 - 3. The ability to maintain historical information and renew season passes from one year to the next must exist.
 - 4. Contractor's system must accommodate full and/or partial payments and provide clear indication of amounts paid and balance due.
 - 5. The season ticket component of the successful Contractor's system must be able to generate comprehensive reports and lists from information within the customer's account, including financial information such as payments due, last payment posted, payment history, unbalanced accounts and breakdown of tickets by price and classification.
- P. System must provide the ability to build, price, scale and manage all events from one centralized location.
 - 1. The ability to utilize interactive venue maps to manipulate price scaling to maximize revenue potential should be included.
 - 2. Scaling changes should be able to be shared to provide insight into the value of the potential changes.

5. Box Office Support

- A. Contractor must provide Box Office support at no additional cost to the District. This is to say there is a vendor client services/support team available in real time to resolve Box Office and ticketing related issues. Every effort must be made to have uninterrupted sales and ticketing services.
- B. The District must be provided with an internet-based, file and/or hard copy version of the most recent edition of the system's User Guide/Manual and addendum as system upgrades are implemented.
- C. Contractor will provide initial and on-going training of all District Box Office personnel. This training must be provided at no cost to the District.
- D. Upon request, the Contractor must provide 1 – 3 employees (number at District discretion) as support for large ticketed events. Most specifically, the annual OC Fair. In the past, this would typically consist of the first two to three days of the OC Fair only but could also be requested for a major ticketed event or the launch of new technology provided by the vendor. This staff would provide technical support to ensure ticket sales and operations proceed efficiently without interruption.

6. Equipment

- A. Contractor will provide, **at no additional cost to the District**, the following new hardware. It is the intention of the District to have all existing equipment replaced with new equipment by the Contractor, and at the Contractor's expense.
 - 1. Equipment required sixty (60) thermal ticket printers (BOCA or equivalent) with full barcode printing functionality.
 - a. An additional fifteen (15) required beginning two weeks prior to the annual Fair and running through the end of the Fair.
 - b. Typical Fair dates generally land between early to mid-July and early to mid-August.
 - 2. Sixty (60) credit card readers.
 - a. An additional fifteen (15) required beginning two weeks prior to the annual Fair and running through the run of the Fair.
 - 3. Sixty (60) admission barcode scanners.

EXHIBIT A – SCOPE OF WORK (CONT.)

- a. An additional fifteen (15) required beginning two weeks prior to the annual Fair and running through the end of the Fair.
 - b. Every scanner must have the ability to read every form of barcode generated by the ticketing system regardless of the form of presentation. That is, each scanning unit must be fully capable of reading barcodes from tickets, print-at-home tickets, mobile devices, etc.
 - c. All scanners must tie to Contractor's system to provide real time event based and operator-based reports.
 - d. Must include corresponding Wi-Fi access points for real time information.
4. Contractor must declare any additional equipment required to utilize its ticketing system that is not identified here. Any such equipment will be provided by the Contractor, at no cost to the District.
 5. All costs associated with the connection of the ticketing system to required locations at the District location, as well as connection to the Contractor's main computer, are the responsibility of the Contractor.
 6. Contractor must provide maintenance and repair of the system, including routine preventative maintenance, at no cost to the District.
- B. The system must have the demonstrated capacity to interface with Windows compatible personal computers and/or networks, with the ability to transport sales figures directly from the system to spreadsheets or other accounting software.
- C. All costs associated with the connection of the computerized ticketing system to desired locations on the District grounds, as well as connection to the Contractor's main computer, are the responsibility of the Contractor. These costs include all communication lines. The successful Contractor may utilize the District's in-house twisted pair communication system or network cable system. Districts telecommunication staff will work with the successful Contractor on these connections.

7. Exclusivity

- A. Contractor shall be the exclusive ticket sales provider for all District produced events as well as events in which District manages outside promoter ticket sales. District retains the right to sell single tickets from the District's Box Office to persons physically present at the District's Box Office; sell season/contract tickets; conduct group sales of tickets; and provide a reasonable number of house seats for any attractions; provided, District does not use the services of any third party computerized or internet ticketing company or system to conduct such sales. Contractor understands and agrees that outside promoters who bring events to District property and do contract the management of ticket sales with the District may sell tickets through the ticket service provider of their choice. Notwithstanding the foregoing, in cases where the District manages outside promoter ticket sales, the District's Rental Agreements with such outside promoters shall stipulate that the District has exclusive rights to onsite ticket sales and Contractor has exclusive rights to advanced ticket sales for such events, and District shall enforce such rights.

8. Marketing & Promotions

- A. Contractor will provide marketing support to advance District events. This support will be at no cost to the District. This is to say the Contractor will assist through effective client support to maximize the OCFEC exposure to potential and existing ticket buyers, through every means available within its system, including the timely communication of newly developed marketing tools and/or initiatives.
1. Contractor will provide Venue-specific marketing services to customers who have demonstrated interest in all events taking place at District venues.
 2. Contractor will provide Artist-specific marketing services to customers who have demonstrated interest in performers performing at District venues and should market District events to existing databases to drive ticket sales.
- B. Contractor will provide a database marketing tool which can gather, store and cleanse (remove contacts which are shown to be unusable for any reason) data.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. This database marketing tool must be manageable on the Venue side in a way that Venue can access data and deliver targeted marketing campaigns to District customers.
 2. Minimally, this marketing tool must collect, but not limited to, customer name, phone number(s), residence or business address and email address(es).
 3. Contractor should allow District customers the ability to sign up for email and social media notifications.
 4. Marketing tools must be made available to District at no cost.
- C. Contractor will provide solutions that allow the District to effectively leverage social media channels with its customers to promote events, create unique offers, and enhance social media efforts.
- D. System should provide the District with the ability to identify and target customers by way of customer data with the goal of increasing ticket sales and advancing special offers.
1. Provide the District with the ability to identify and utilize “came from” information and geo-target data related to ticket sales.
- E. System must provide a tool which enables Marketing team to find, target and convert customers through digital tracking tools and segmented customer data.
- F. System should provide venue customers with the ability to sell/exchange tickets with other customers, should the District wish to pursue this option.

9. Reporting

- A. Provide real-time accounting and analytical reporting that include key metrics for venues.
1. All reports must be date and time coded in real time.
- B. The system must have the capability to provide a detailed Event Audit, which can be both displayed and/or printed for each event. This report must provide a real time record, posting sales as they occur, providing immediate event status reports. This report must record the number of tickets sold in each price category, the corresponding dollar value, the number of seats on hold or reserve, the number of pre-printed or consignment tickets issued, the number of seats killed, and the net of the original house capacity.
1. The system must have the ability to link Event Audits for multiple performance attractions and must list the combined seat and dollar totals for all corresponding events.
 2. The Event Audit and the linked Event Audits must be able to reflect the number of pre-printed or consigned tickets. The dollar value associated with these pre-printed tickets must not be listed in actual gross sales. Rather, they must be reflected as “potential sales only” on the report(s).
- C. The system should have the capability to provide a report of customer sales traffic which can be displayed in standard format, via dashboard, graphically and/or printed.
- D. The system should have the capability to provide reports of ticket sales by geographic location which can be displayed in standard format, via dashboard, graphically and/or printed.
- E. The system should have the capability to provide reports of ticket sales by sales channel which can be displayed in standard format, via dashboard, graphically and/or printed.
- F. The system should have the capability to provide reports of ticket sales by alternative sales channels e.g., Groupon, Goldstar, which can be displayed in standard format, via dashboard, graphically and/or printed.
- G. The system should have the capability to provide reports of comparative ticket sales between events which can be displayed in standard format, via dashboard, graphically and/or printed for each event.
- H. The system should have the capability to provide reports of customer demography which can be displayed in standard format, via dashboard, graphically and/or printed.

EXHIBIT A – SCOPE OF WORK (CONT.)

- I. The system must provide daily sales figures for all operators and ticket sellers, separating cash sales and all other method of payment used, sold ticket locations and potential sales locations, as well as exchanged or refunded tickets. In addition, there must be an online reconciliation which compares sales and receipts. This reconciliation tool should also demonstrate a seller's "over" or "short" information and have the ability to be printed on a hard copy printer.
 - 1. System must also provide a summary of credit card charges, both by individual seller and by groups of sellers.
- J. Ticketing system must provide the District staff, on a permission basis, with the ability to create customized reports based on information on the ticketing system.
- K. Contractor should provide access to a reporting app for tablets and/or phones.
 - 1. Reporting app must provide real time, event-specific basic sales information, including tickets and revenue, available inventory, graphic sales of how an event is performing, and real time scan data for an event.
- L. Contractor must attend a District season "post mortem" in November of each year.
 - 1. This meeting should include a discussion of successes, improvement opportunities as well as updates on accounting, equipment, marketing and promotions and technology and hardware.
 - 2. The goal of this meeting is to engage as strategic partners through written results, analysis and recommendations provided by the successful Contractor.

10. Sponsorship

- A. District reserves all sponsorship rights to tickets sold on District property as well as other sponsorship opportunities such as ticket envelopes and the ticket face/back.
- B. District reserves the sponsorship rights to print-at-home tickets generated by the District or the Contractor.
- C. In the event District chooses not to provide its own ticket stock/envelopes, Ticketmaster will provide Ticketmaster's standard ticket stock and ticket envelopes in which case Ticketmaster shall have the right to sell advertising on such ticket stock and ticket envelopes.

11. Technology and Hardware

- A. Contractor must provide tech support via phone during normal business hours at a minimum. When necessary, a next day on-site tech visit to the venue must be required. In more serious situations, same day tech service must be provided. Tech service will be at no cost to the District.
- B. All sales positions must utilize an IP based sales system capable of running at minimum Windows 7 or newer OS software using TCP/IP and CAT-5e or greater network cabling or thin client/internet connected hardware technology with secured ticketing software / a compatible OS installed. Ticketing system also must be able to be utilized on District computer systems (Windows based PCs) for access to the scanning and selling portions.
- C. Contractor will repair, have repaired, or replace hardware within specified service level requirements.
- D. Please see hardware requirements in Section 7 of this Scope of Work.

12. Telephone & Internet Reservation Systems

- A. Contractor will provide telephone and internet reservation systems.
 - 1. The phone reservation system will be open Monday through Friday, 9:00 a.m. to 9:00 p.m.; Saturday, 9:00 a.m. to 8:00 p.m.; and Sunday, 9:00 a.m. to 6 p.m. (PST) except annually on December 25. Calls are handled in both English and Spanish. Additionally, the automated phone system is available 24 hours a day, every day of the week.
- B. Contractor must provide an internet-based ticket purchase / credit card authorization system which may be utilized anywhere in the world at no cost to the District.
 - 1. Must be operational twenty-four (24) hours per day, seven (7) days per week, including holidays.



EXHIBIT A – SCOPE OF WORK (CONT.)

2. Contractor shall provide information about preventative measures being used to help prevent “robot” programs from securing tickets by way of internet / phone sales.
3. If the Contractor will employ a third-party sub-contractor to provide telephone (call center) ticket sales, the Contractor will serve as the contractor and any costs for such services will be incorporated into the Contractor’s financial bid within the bid parameters provided. The District will not enter into a separate contract for these services.

CONTRACTOR AGREES:

1. To perform according to the Scope of Work contained herein and at the rates specified in this document.
2. The District’s Request for Proposal (RFP) for Computerized Ticketing Services, CT-06-182, dated September 18, 2018, is on file in the Office of the 32nd District Agricultural Association and the Division of Fairs and Expositions’ Office in Sacramento, and is incorporated herein by reference and made a part of this agreement.
3. The Contractor’s proposal for Computerized Ticketing Services, dated October 22, 2018 is on file in the Office of the 32nd District Agricultural Association and the Division of Fairs and Expositions’ Office in Sacramento, and is incorporated herein by reference and made part of this agreement.
4. In the event Contractor fails to fully and faithfully perform the requirements of this Agreement at the time and in the manner herein provided, the District will give Contractor written notice of such default. If default is not remedied to the satisfaction and approval of the District within thirty (30) days of Contractor’s receipt of the default notice, the Contractor may be declared in default and the Agreement may be immediately terminated by the District. In the event of such termination the State may be relieved of any payments and may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

DISTRICT AGREES:

1. The term of this contract is from December 1, 2018 – September 30, 2021, with two (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
2. To pay the Contractor a total amount not to exceed FOUR MILLION THREE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$4,332,250.00) based upon the rates as shown in the Contractor’s Financial Proposal.
3. Estimated price breakdown is as follows:

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$501,750.00	\$1,024,100.00	\$1,036,450.00	\$878,800.00	\$891,150.00

2019 Contract Year

A. Per Ticket Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per ticket	\$0.00 per ticket
Internet / Mobile / Phone Sales	\$1.50 per ticket	\$3.00 per ticket

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

B. Per Order Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per order	\$0.00 per order
Internet / Mobile / Phone Sales	\$1.00 per order	\$2.50 per order

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.



EXHIBIT A – SCOPE OF WORK (CONT.)

C. Credit Card Processing Fee: 2.3%

D. 2019 Financial Benefits: Contractor will provide a signing bonus of FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000.00) to be paid upon contract execution.

2020 Contract Year

A. Per Ticket Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per ticket	\$0.00 per ticket
Internet / Mobile / Phone Sales	\$1.55 per ticket	\$3.05 per ticket

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

B. Per Order Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per order	\$0.00 per order
Internet / Mobile / Phone Sales	\$1.00 per order	\$2.50 per order

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

C. Credit Card Processing Fee: 2.3%

2021 Contract Year

A. Per Ticket Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per ticket	\$0.00 per ticket
Internet / Mobile / Phone Sales	\$1.60 per ticket	\$3.10 per ticket

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

B. Per Order Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per order	\$0.00 per order
Internet / Mobile / Phone Sales	\$1.00 per order	\$2.50 per order

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

C. Credit Card Processing Fee: 2.3%

2022 Option Year

A. Per Ticket Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per ticket	\$0.00 per ticket
Internet / Mobile / Phone Sales	\$1.65 per ticket	\$3.15 per ticket

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.



EXHIBIT A – SCOPE OF WORK (CONT.)

B. Per Order Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per order	\$0.00 per order
Internet / Mobile / Phone Sales	\$1.00 per order	\$2.50 per order

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

C. Credit Card Processing Fee: 2.3%

D. 2022 Financial Benefits: In the event the District exercises the option to renew, Contractor shall provide to the District a signing bonus of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) at the commencement of the 2022 option year.

2023 Option Year

A. Per Ticket Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per ticket	\$0.00 per ticket
Internet / Mobile / Phone Sales	\$1.70 per ticket	\$3.20 per ticket

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

B. Per Order Fees:

	OCFEC General Admission	OCFEC Venues*
In-House / Box Office Sales	\$0.00 per order	\$0.00 per order
Internet / Mobile / Phone Sales	\$1.00 per order	\$2.50 per order

The above are to be the contractual service charges for all events. The District reserves the right to re-negotiate services charges for particular events when it is deemed necessary to the success of the event.

C. Credit Card Processing Fee: 2.3%

D. 2023 Financial Benefits: In the event the District exercises the option to renew, Contractor shall provide to the District a signing bonus of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) at the commencement of the 2023 option year.

* Pacific Amphitheatre, The Hangar, Action Sports Arena and any other reserved seated venue as determined by The District.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:5935-31
5935-34
5935-70
5935-72

PAYMENT PROVISIONS:

Payments shall be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

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

2. **AMENDMENT:**

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

3. **ASSIGNMENT:**

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

4. **AUDIT:**

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

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the failure to perform under this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the failure to perform under this Agreement. Provided, however, that in no event shall the Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, or its employees or agents.

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

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

8. **INDEPENDENT CONTRACTOR:**

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

9. **RECYCLING CERTIFICATION:**

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-



EXHIBIT F – TICKETMASTER TERMS AND CONDITIONS

1. TICKET SALES RIGHTS; EXCLUSIVITY.

(a) Ticketmaster shall be the exclusive ticket sales provider for all District produced events as well as events in which District manages outside promoter ticket sales. District retains the right to sell single tickets from the District's Box Office to persons physically present at the District's Box Office; sell season/contract tickets; conduct group sales of tickets; and provide a reasonable number of house seats for any attractions; provided, District does not use the services of any third party computerized or Internet ticketing company or system to conduct such sales. Ticketmaster understands and agrees that outside promoters who bring events to District property and do not contract the management of ticket sales with the District may sell tickets through the ticket service provider of their choice. Notwithstanding the foregoing, in cases where the District manages outside promoter ticket sales, the District's rental agreements with such outside promoters shall stipulate that the District has exclusive rights to onsite ticket sales and Ticketmaster has exclusive rights to advanced ticket sales for such events, and District shall enforce such rights.

(b) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor District guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(c) **Acknowledgement by District:** District acknowledges that Ticketmaster acts as the agent of certain third parties that may be a direct or indirect competitor of District. District also acknowledges that Ticketmaster has entered and may in the future (including during the Term of this Agreement) enter into new business relationships with other third parties, including those in the entertainment and sports industry, such as performers who perform at the Facility, for a variety of services. District further acknowledges that any such sales or services or solicitations to provide such sales or services as contemplated under this subsection do not compete with District or conflict with this Agreement or Ticketmaster's rights, duties or obligations under this Agreement.

2. INSTALLATION AND SET-UP.

(a) **Attraction Set-Up:** In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), District shall furnish Ticketmaster with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, Attraction Taxes, Ticket header information, logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System and such accessible seating Tickets shall not be released into the general pool of Tickets that are available for sale until forty-eight (48) hours before an Attraction. District must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions that do not utilize seating charts then existing in the TM System, and at least three (3) business days prior to the On-Sale Date for new Attractions that utilize seating charts then existing in the TM System. Ticketmaster shall have no responsibility for the inaccuracy of any Set-Up Information furnished by District pursuant hereto.

(b) **Will-Call Services:** District shall notify Ticketmaster of District's will-call capabilities and will-call Facility Box Office hours. District shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued) and the credit card used in the Ticket sales transaction. District shall not release Tickets to any customer whose identity has not been so verified.

(c) **Ticket Stock.** District shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to District upon the delivery thereof to District or District's authorized representative, agent or employee.

3. ADVERTISING.

(a) District is responsible for all advertising, marketing and promotion of the Attraction(s). In all advertising or promotional material which District creates, causes to be produced, controls or recommends relating to any Attraction, District shall include the Ticketmaster name, logos, and the applicable TM.com Website address. The failure to prominently include the Ticketmaster name, logos, and the applicable TM.com Website address in any advertising or promotion of an Attraction, without Ticketmaster's prior written approval, shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by Ticketmaster.

(b) District hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or affiliated websites, Attractions and the availability of Tickets at the Facility Box Office, at all Outlets, and by Internet Sales and Telephone Sales and, in connection therewith, to use the name and logo of District, the Attraction, the Facility and all other information respecting the Attraction.

4. ACCOUNTING PROCEDURES.

(a) **Payments by Ticketmaster:** District hereby authorizes Ticketmaster and the financial institution designated by District ("Bank") to deposit all settlement funds payable to District hereunder in the account designated by District ("District's Account"). Ticketmaster shall collect all Ticket Receipts derived from Ticket sales for Attractions made by Ticketmaster and shall initiate payment of Ticket Receipts to which District is entitled on Friday of each week with respect to TM System Ticket sales for Attractions that occurred during Monday through Sunday of the week preceding such payment date. Initiation of the settlement payment via direct deposit shall constitute full performance by Ticketmaster of its obligation to make such settlement payment to District or to any person whatsoever. If funds to which District is not entitled are deposited into District's Account, District authorizes Ticketmaster to direct the Bank to return said funds. District hereby releases Ticketmaster from liability for delays or errors beyond Ticketmaster's reasonable control, including but not limited to any errors resulting from any inaccurate or outdated Account information provided by District or bank processing delays, or for any related damages. District acknowledges and agrees that direct deposit of such funds may require up to two (2) business days for Bank processing. In the event of an error, District also authorizes the initiation of a debit to District's Account to correct the error. Each weekly settlement payment shall be accompanied by a written accounting. District shall designate an email address (set forth below its signature line of this Agreement) for delivery of such accounting and information regarding Attractions and Ticket sales, and shall promptly notify Ticketmaster of any changes to such email address. The direct deposit authorization provided herein shall remain in full force and effect until Ticketmaster has received written notification from District of its termination in such time and such manner as to afford Ticketmaster a reasonable opportunity to act upon it.

EXHIBIT F – TICKETMASTER TERMS AND CONDITIONS (CONT.)

(b) **Cancelled Attractions; Refunds:** In the event that any Attraction for which Ticketmaster sold Tickets is cancelled, postponed, or modified (e.g., substitute acts) for any reason (each, a “Cancelled Attraction”), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term “Account Balance” shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. District authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., at Outlets or by Internet Sales or Telephone Sales) in such manner (e.g. by crediting the consumer’s credit card) and at such time (e.g. before or after the scheduled date of the performance of such Attraction) as Ticketmaster, in its sole discretion, determines and to exchange Tickets pursuant to any exchange policy that may be adopted by District and Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of District and therefore Ticketmaster’s agreement to make any refunds as the agent of District is subject and limited to Ticketmaster holding or receiving from District the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. District and Ticketmaster agree that Ticketmaster shall be entitled to retain the Ticketmaster fees assessable with respect to the initial sale of Tickets to Cancelled Attractions and any other fees assessable although no additional compensation shall be payable to, or fee assessed by, Ticketmaster with respect to the exchange of any Tickets initially purchased from Ticketmaster. District shall be responsible for all refunds and exchanges of Tickets initially purchased from the Facility Box Office.

(c) **Chargebacks:** Ticketmaster reserves the right to deduct from District’s settlement, any Chargebacks that Ticketmaster receives from its merchant bank, for up to eighteen (18) months after the occurrence of an Attraction. For purposes of this Agreement, “Chargebacks” shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization’s rules (e.g. cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) **Insolvency; Deficiency Amounts; Security for Repayment:** District shall provide immediate written notice to Ticketmaster in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any appointment of a receiver for all or any portion of District’s business or the assignment of all or substantially all of the assets of District for the benefit of creditors (each, a “Material Financial Event”). The parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to District as such term is utilized in 11 U.S.C. § 365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, District shall deliver the amount of such deficiency (“Deficiency Amount”) to Ticketmaster no later than twenty-four (24) hours after notice by Ticketmaster to District. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of District. In the event of any Material Financial Event or in the event District has not paid any Deficiency Amount when due, Ticketmaster shall have the option to require District to provide additional security to Ticketmaster of a type (e.g., letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster in its sole discretion, which District shall provide to Ticketmaster within five (5) business days after Ticketmaster’s request. Ticketmaster reserves the right to require District to provide current financial statements to Ticketmaster within five (5) business days after Ticketmaster’s written request.

(e) **Counterfeit Tickets:** It is agreed and understood that Ticketmaster shall not be liable to District for the printing and sale of counterfeit Tickets, including, without limitation, TicketFast® Tickets.

5. **TAXES.** District shall be responsible for calculating any and all District Taxes, if any, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such District Taxes, and for timely remitting District Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to District the amounts to which District is entitled as provided in Section 6(a). In the event that Ticketmaster pays any District Taxes on behalf of District or Ticketmaster pays any District Taxes due to a failure by District to provide Ticketmaster with the required writing or documentation of any District tax exemptions pursuant to Section 5(c) below, District shall promptly reimburse Ticketmaster for any and all such District Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than District Taxes, penalties and interest that Ticketmaster pays directly out of District’s Ticket Receipts), and shall also promptly reimburse Ticketmaster for any and all expenses (including reasonable attorneys’ fees) or damages that result from the failure by District to properly calculate and timely remit District Taxes assessed on all amounts received by District under this Agreement, to timely file all related returns or reports, or to timely reimburse Ticketmaster for any and all such District Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit District Taxes directly on behalf of District and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to District, and thereafter “Ticket Receipts” shall be defined to be reduced by such District Taxes. Ticketmaster shall be responsible for calculating any and all Ticketmaster Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Ticketmaster Taxes, and for timely remitting such Ticketmaster Taxes to the appropriate taxing authority.

6. **CONFIDENTIAL INFORMATION:** As an agency of the State of California, all disclosures must be comply with California law and the California Public Records Act.

(a) ~~The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties (“Confidential Information”). The provisions of this Agreement shall be deemed to be Confidential Information.~~

(b) ~~Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party’s possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.~~

(c) ~~Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party’s prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party~~

EXHIBIT F – TICKETMASTER TERMS AND CONDITIONS (CONT.)

~~may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.~~

~~(d) In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, document request, notice of deposition or other legal proceeding, such party agrees to notify the other, within forty eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.~~

7. DISTRICT'S ACKNOWLEDGEMENTS. District acknowledges that Ticketmaster's services under this Agreement are limited to serving as an agent of District for the distribution of Tickets, and that Ticketmaster does not guarantee (i) that short term interruptions of service will not occur during the Term hereof, (ii) that each person processing Ticket orders will be fully familiar with each or all of the Attractions, or (iii) that persons calling Ticketmaster charge-by-phone numbers will not be placed on hold. District further acknowledges and agrees that Ticketmaster may have many other events on the TM System concurrently with any Attraction and Ticketmaster has no responsibility whatsoever for the marketing or promotion of any Attraction or the success of the Ticket sales for any Attraction, all of which is District's sole responsibility and obligation.

8. DEFINITIONS. As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

"Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever promoted or presented by District at the Facility.

"Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket, assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including District Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the funds paid or owed to District under this Agreement such portion of Attraction Taxes may also be referred to herein as District Taxes, and to the extent such taxes relate to portions of service charges (e.g. convenience charge, processing fee, etc.) collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

"Face Value" means the face price of a Ticket as determined by District, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

"Facility" means any venues owned, controlled, operated or managed by District, directly or indirectly through one or more affiliates, or where District otherwise controls the rights or has the authority to sell tickets to any event.

"Facility Box Office" means the Ticket sales locations that are operated by District or by the Facility management and located at the Facility.

"Group Sales" means sales of Tickets by District to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group. In no event shall Group Sales consist of the sale of Tickets to individuals to attend an event separately or for individuals to purchase Tickets with the intent to resell such Tickets.

"House Seats" means Tickets provided by District (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.

"Inside Charges" means the amounts Ticketmaster charges District to sell, issue and process Tickets utilizing the TM System under this Agreement.

"Internet Sales" means all sales of Tickets over the Internet.

"Outlet" means a retail Ticket selling agency (other than the Facility Box Office) where Tickets for an Attraction are made available and offered for sale to the public through the TM System.

"sale and sell" and any derivations thereof in this Agreement shall include any distribution for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.

"Season/Contract Tickets" means specifically designated Tickets sold directly by District on an annual basis across all Attractions or across all of a category of Attractions (i.e., luxury suites, club level seats and season tickets).

"Sellable Capacity" means the admission capacity of the Facility for any particular Attraction.

"Telephone Sales" means all sales of Tickets through the TM System by telephone, and if applicable, interactive voice response (IVR) and similar means.

"Term" is defined in Section 1 hereof.

"Ticket" means a printed, electronic or other type of evidence of the right, option or opportunity to occupy space at or to enter or attend an Attraction or Attractions even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via **ticketFast™** at home technology.

"TicketFast®" means the TM.com Website method of Ticket delivery which allows purchasers to print Tickets from a computer.

"Ticket Receipts" means the Face Value of a Ticket less the applicable Inside Charges, Payment Processing Fees or Ticketmaster Taxes, and less any District taxes if Ticketmaster is required to remit District Taxes to any taxing authority.

"TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

EXHIBIT F – TICKETMASTER TERMS AND CONDITIONS (CONT.)

“TM System” means the hardware, software, the TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, at Outlets, by Internet Sales and by Telephone Sales.

14. MISCELLANEOUS.

(a) Governing Law/Jurisdiction: This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are located in the State of California shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

~~(b) Waiver of Jury Trial: In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.~~

(c) Intentionally Omitted.

(d) Assignment: Without the prior written consent of Ticketmaster, District shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit the Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than District or District’s authorized employees. Any such assignment shall not relieve District of any of its obligations hereunder. Without the prior written consent of District, Ticketmaster shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. Notwithstanding the foregoing, District agrees and acknowledges that certain of Ticketmaster’s duties and obligations under this Agreement may be performed on Ticketmaster’s behalf by one or more of its parent, subsidiaries and affiliates, and no such performance shall be deemed to be an assignment or breach of this Agreement by Ticketmaster.

(e) Relationship of the Parties: Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement (e.g., Ticketmaster is the agent of District with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(f) Delays: Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

(g) Severability: If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction (a) the validity or enforceability of such provision shall not in any way be affected with respect to any other jurisdiction, and the validity and enforceability of the remaining provisions shall not be affected; and (b) the parties shall replace such provision by one or more valid and enforceable provisions approximating the original provision as closely as possible.

(h) Notices: Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail. Settlement reports may be delivered from Ticketmaster to District by email; therefore District shall promptly notify Ticketmaster of any change to its email address set forth immediately below the signature line hereto.

(i) Binding Agreement/Counterparts: The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(j) Client Listings: District’s execution of this Agreement indicates approval for District to be listed as a Ticketmaster client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Ticketmaster products and services for distribution to trade and consumer media. At any time, District may, in its sole discretion, direct Ticketmaster to stop using District’s name for the purposes listed in this Section by sending notice to Ticketmaster via email at client.news@ticketmaster.com.

(k) Facility Agreements: In the event that any Attraction is held at a facility with which Ticketmaster now has, or may at the time of the Attraction have, a ticket service agreement, then, if such ticket service agreement covers the Attraction, this Agreement shall be superseded by such ticket service agreement and shall not apply with respect to such Attraction.

(l) Survival of Terms: Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including without limitation provisions related to use of the Software, purchaser data, limitations on liability, indemnification, confidential information, governing law and waivers of jury trials, shall survive any termination or expiration of this Agreement and continue in full force and effect.

15. HARDWARE

The parties desire to provide that Ticketmaster shall provide District access to the TM System and certain ticketing equipment for its use at the Facility Box Office upon the terms and conditions set forth in this Exhibit F.

1. Definitions. The following terms shall have the respective meanings indicated below:

EXHIBIT F – TICKETMASTER TERMS AND CONDITIONS (CONT.)

- (a) **Hardware:** Any equipment supplied by Ticketmaster to District during the Term of this Agreement.
- (b) **Software:** Ticketmaster's computerized ticketing software known and marketed as Ticketmaster Classic and any new versions thereof that are provided to District by Ticketmaster.
2. **Installation and Line Costs.** The installation costs with respect to the Hardware, the cost of all telephone line connections between Ticketmaster's central computer facility and the Facility Box Office, and all monthly telephone line costs with respect to the operation of the TM System between the Facility Box Office and the central computer facility, shall be borne solely by District.
3. **Hardware and Software Maintenance and Support.** Ticketmaster shall provide ordinary and routine maintenance, repair and support of the Hardware and Software at the Facility at no additional cost to District, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of District, its employees, agents or representatives.
4. **Protection of Hardware.** District acknowledges that the Hardware will be used by District at the Facility Box Office which location Ticketmaster does not own, operate or control. Accordingly, the parties agree as set forth below with respect to the Hardware:
- (a) **Loss and Damage:** District hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility Box Office until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of District under the Agreement. In the event of loss or damage of any kind to any Hardware, District shall within thirty (30) days after such loss or damage:
- (i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or
- (ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.
- (b) **Insurance:**
- (i) District shall, at its own expense, provide and maintain at all times during Term insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should District become unable to provide or maintain such insurance coverage, District shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge District the costs of such insurance coverage.
- (ii) District shall provide, at its sole expense, comprehensive general liability and property damage insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for its protection and the protection of Ticketmaster.
- (iii) Except as expressly provided in clause (ii) above, all insurance provided and maintained by District shall be in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Ticketmaster and District shall agree upon, and in all cases such insurance policies shall provide for the waiver of the insurer's right of subrogation against District and Ticketmaster. All policies of insurance shall include Ticketmaster as an additional named insured and shall provide for at least thirty (30) days prior written notice of cancellation or non-renewal to Ticketmaster. District shall furnish Ticketmaster with certificates of such insurance or other evidence satisfactory to Ticketmaster as to its compliance with the provisions of this Section.
- (c) **Hardware and Software is Personal Property:** District covenants and agrees that the Hardware and Software is, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster and the District shall have no right, title or interest therein or thereto except as a licensed user thereof. If requested by Ticketmaster, District will obtain a certificate in form satisfactory to Ticketmaster from all parties with a real property interest in the premises wherein the Hardware may be located, waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, District will not move the Hardware or permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware.
- (d) **Designation of Ownership:** If, at any time during the Term, Ticketmaster supplies the District with labels, plates or other markings stating that the Hardware is owned by Ticketmaster, District shall affix and keep the same in a prominent place on the Hardware in recognition of Ticketmaster's ownership of the same.
- (e) **Use of Hardware and Software:** District shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Neither the District, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Hardware or Software without the prior written consent of Ticketmaster.



EXHIBIT F – TICKETMASTER TERMS AND CONDITIONS (CONT.)

(f) **Surrender of Hardware:** Upon the expiration or termination of this Agreement, District shall return the Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

5. **Taxes on Hardware.** District shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by District or under District's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at District's Office, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

6. **Training of District's Employees.** Ticketmaster shall provide a reasonable amount of training to District's employees who shall be reasonably necessary for the operation of the Hardware and Software at the Facility Box Office. To the extent of any change in personnel by District requiring additional training beyond that initially contemplated hereunder, District agrees to absorb all of the expenses thereof.

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER SA-258-13WC	AMENDMENT NUMBER #4
REGISTRATION NUMBER 1314503	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

LOPEZ WORKS INCORPORATED

2. The term of this Agreement is **11/01/13** through **2/28/2019** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$0.00 Amendment**
\$5,091,780.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement # SA-258-13WC, dated November 1, 2013, between the District and Lopez Works Incorporated is hereby amended as follows:

Standard Agreement # SA-258-13WC, dated November 1, 2013, between the District and Lopez Works Incorporated is hereby amended as follows:

1. This amendment effective date is November 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.



CONTRACTOR AGREES:

1. To amend the original contract to provide parking lot sweeping, venue clean-up and waste collection services at the OC Fair & Event Center by extending contract term through February 28, 2019.

STATE AGREES:

1. To pay Contractor a total amount not to exceed FIVE MILLION NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND 00/100 (\$5,091,780.00); FIVE MILLION NINETY ONE THOUSAND SEVEN HUNDRED EIGHT DOLLARS AND 00/100 upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
LOPEZ WORKS INCORPORATED		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Andre Lopez, President		
ADDRESS		
21195 Prairie View Lane, Trabuco Canyon, CA 92679 (949) 470-9351		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-004-15CI	AMENDMENT NUMBER #3
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COULTER ASSOCIATES LLC

2. The term of this Agreement is **01/01/15** through **12/31/19** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$97,500.00 Amendment**
\$466,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-004-15CI, dated January 1, 2015, between the District and Coulter Associates LLC is hereby amended as follows:

1. This amendment effective date is January 1, 2019.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide carnival/independent amusement ride safety inspection services for the OC Fair & Event Center by exercising the third option year to renew at the not to exceed amount of NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$97,500.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed FOUR HUNDRED SIXTY SIX THOUSAND AND 00/100 (\$466,000) upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COULTER ASSOCIATES LLC		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Fayette Coulter, Owner email: fkoulter@yahoo.com		
ADDRESS 600 E. Moss Creek Drive, Bloomington, IN 47401		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER SA-005-15ET	AMENDMENT NUMBER #6
REGISTRATION NUMBER 1395798	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

CWF, INC. DBA A1 EVENT & PARTY RENTAL

2. The term of this Agreement is **02/01/15** through **01/31/20** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$390,077.96 Amendment**
\$1,996,974.33 inclusion option years

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement # SA-005-15ET, dated February 1, 2015, between the District and CWF, Inc., DBA A1 Event & Party Rental is hereby amended as follows:

- This amendment effective date is February 1, 2019.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

- To amend the original contract to provide event tenting, drapery and furniture rental services for OC Fair & Event Center by exercising the second option year at a not to exceed amount of THREE HUNDRED NINETY THOUSAND SEVENTY SEVEN DOLLARS AND 96/100 (\$390,077.96).
- The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- To pay Contractor a total amount not to exceed ONE MILLION NINE HUNDRED NINETY SIX THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS AND 33/100 (\$1,996,974.33) upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
CWF, INC. DBA A1 EVENT & PARTY RENTAL		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Rene Martinez, Vice President		
ADDRESS		
251 E. Front Street, Covina, CA 91723 (626) 967-0500, email: rene@a1partyrental.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, CFE, VP, Operations		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-055-15HS	AMENDMENT NUMBER #3
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

3G PRODUCTIONS, INC.

2. The term of this Agreement is **05/01/15** through **12/31/19** FED ID:

3. The maximum amount of this Agreement is **\$265,225.00 Amendment**
 Agreement after this amendment is: **\$1,326,125.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-055-15HS, dated May 1, 2015, between the District and 3G Productions, Inc. for sound equipment and services at the Hangar, Action Sports Arena and Plaza Stage, is hereby amended as follows:

1. This amendment effective date is January 1, 2019.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.



CONTRACTOR AGREES:

1. To amend the original contract to provide sound equipment and services for the Hangar, Action Sports Arena, and Plaza Stage for the OC Fair & Event Center by exercising the third option year to renew at the not to exceed amount of TWO HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$265,225.00)
2. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE MILLION THREE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$1,326,125.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
3G PRODUCTIONS, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Eli Stearns, President		
ADDRESS		
5810 S Eastern Ave, Las Vegas, NV 89119 Email: accounts@3glp.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER SA-057-15HV	AMENDMENT NUMBER #3
REGISTRATION NUMBER 1409473	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

Production Resource Group, LLC (PRG)

The term of this

FED ID:

Agreement is

05/01/15

through

12/31/193. The maximum amount of this **\$212,715.00 Amendment**
Agreement after this amendment is: **\$1,011,370.00 inclusion of option years**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement # SA-057-15HV, dated May 1, 2015, between the District and Production Resource Group, LLC is hereby amended as follows:

1. This amendment effective date is January 1, 2019.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide video equipment and production services at the Hangar Building, Plaza Stage, Junior Livestock Auction and other locations for the OC Fair & Event Center by exercising the third option year at a not to exceed amount of TWO HUNDRED TWELVE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND 00/100 (\$212,715.00).
2. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE MILLION ELEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 00/100 (\$1,011,364.00) inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Production Resource Group, LLC (PRG)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lisa Lucero, VP Finance		
ADDRESS		
1053 Willingham Dr., Atlanta, GA 30344 (404) 214-4835, email llucero@prg.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

 Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER SA-117-15GL	AMENDMENT NUMBER #3
REGISTRATION NUMBER 1417001	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
- CONTRACTOR'S NAME
PRG (CALIFORNIA), INC.
2. The term of this Agreement is **06/01/15** through **12/31/19** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$358,461.08 Amendment**
\$1,747,397.10
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- Standard Agreement # SA-117-15GL, dated June 1, 2015, between the District and PRG (California), Inc., is hereby amended as follows:**
- This amendment effective date is January 1, 2019.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

- To amend the original contract to provide lighting, staging and truss equipment and services on grounds of OC Fair & Event Center by exercising the third option year at a not to exceed amount of THREE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED SIXTY ONE DOLLARS AND 08/100 (\$358,461.08).

STATE AGREES:

- To pay Contractor a total amount not to exceed ONE MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS AND 10/100 (\$1,747,397.10) upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) PRG (CALIFORNIA), INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Lucero, VP Finance		
ADDRESS 1245 Aviation Place, San Fernando, CA 91340 Email: llucero@prg.com (818) 252-2600		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER SA-271-15PA	AMENDMENT NUMBER #3
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
LISA SEXTON
- The term of this Agreement is **01/01/18** through **12/31/18** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **\$24,000.00 Amendment**
\$914,810.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #271-15PA, dated January 1, 2016, between the District and Lisa Sexton is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract amount to include the per show rate of THREE THOUSAND DOLLARS (\$3,000.00) for eight (8) additional shows during the 2018 Pacific Amphitheatre concert season for a total of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) with a not to exceed amount totaling TWO HUNDRED THOUSAND THREE HUNDRED TWENTY TWO DOLLARS (\$200,322.00).
- The maximum amount of this agreement with the inclusion of this amendment will not exceed NINE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$914,810.00).

STATE AGREES:

- To pay Contractor a total amount not to exceed NINE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$914,810.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
LISA SEXTON		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Lisa Sexton		
<small>ADDRESS</small>		
787 Crescent Avenue, Santa Maria, CA 93455 (714) 745-3957		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
<small>ADDRESS</small>		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER

AMENDMENT NUMBER

SA-271-15PA**#4**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

LISA SEXTON

2. The term of this

FED ID:

Agreement is

01/01/19

through

12/31/19

3. The maximum amount of this

\$215,122.00 Amendment

Agreement after this amendment is:

\$944,810.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:



Standard Agreement #271-15PA, dated January 1, 2016, between the District and Lisa Sexton is hereby amended as follows:**CONTRACTOR AGREES:**

- To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre at the OC Fair & Event Center by exercising the third option year to renew at the not to exceed amount of TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$215,122.00). This total includes the flat rate amount of ONE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (\$185,122.00) for twenty-three (23) shows during the 2019 Summer Concert Series and up to ten (10) additional shows at \$3,000.00 per show totaling THIRTY THOUSAND DOLLARS (\$30,000.00).
- The maximum amount of this agreement with the inclusion of this amendment will not exceed NINE HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED TEN DOLLARS (\$944,810.00).

STATE AGREES:

- To pay Contractor a total amount not to exceed NINE HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED TEN DOLLARS (\$944,810.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
LISA SEXTON		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Lisa Sexton		
ADDRESS		
787 Crescent Avenue, Santa Maria, CA 93455 (714) 745-3957		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

Account #: 5100-72

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AGREEMENT NUMBER SA-046-16YR	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

West Coast Emergency Medical Services

2. The term of this Agreement is **03/07/16** through **12/31/19** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$87,056.00 Amendment**
\$323,603.75; \$415,597.35 with inclusion of option years and contingency

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-046-16YR, dated March 7, 2016, between the District and West Coast Emergency Medical Services is hereby amended as follows:

1. This amendment effective date is January 1, 2019.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide emergency medical services for the OC Fair & Event Center by exercising the second option year to renew at the not to exceed amount of EIGHTY SEVEN THOUSAND FIFTY SIX DOLLARS AND 00/100 (\$87,056.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed THREE HUNDRED TWENTY THREE THOUSAND SIX HUNDRED THREE DOLLARS AND 75/100 (\$323,603.75); FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS AND 35/100 (\$415,597.35) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
WEST COAST EMERGENCY MEDICAL SERVICES		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeremy Niederman, President		
ADDRESS		
13502 Whittier Blvd. Suite H#254, Whittier, CA 90605 Email: Jeremy@westems.com ; operations@westems.com Phone: 562-320-1609		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-087-16FT	AMENDMENT NUMBER #4
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
WILLIAMS SCOTSMAN, INC.
2. The term of this Agreement is **04/01/16** through **03/31/20** **FED ID:**
3. The maximum amount of this Agreement is **\$95,953.31 Amendment**
Agreement after this amendment is: **\$367,813.24; \$463,766.59 with option years**
(2016-\$87,953.31; 2017-\$87,953.31; 2018-\$95,953.31; 2019-\$95,953.31; 2020-\$95,953.31)
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Standard Agreement #SA 087-16FT, dated April 1, 2016, between the District and William Scotsman, Inc. is hereby amended as follows:
- This amendment effective date is April 1, 2019.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

- To amend the original contract to provide ADA restroom trailer rental for the OC Fair & Event Center by exercising the first option year at NINETY FIVE THOUSAND NINE HUNDRED FIFTY THREE DOLLARS AND 31/100 (\$95,953.31), not to exceed THREE HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND 24/100 (\$367,813.24), FOUR HUNDRED SIXTY THREE THOUSAND SEVEN HUDNRED SIXTY SIX DOLLARS AND 59/100 (\$463,766.59) include option years.

STATE AGREES:

- To pay Contractor a total amount not to exceed THREE HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND 24/100 (\$367,813.24), FOUR HUNDRED SIXTY THREE THOUSAND SEVEN HUDNRED SIXTY SIX DOLLARS AND 59/100 (\$463,766.59) include option year upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) WILLIAM SCOTSMAN, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Donald W. Walker, Contracts Manager		
ADDRESS 11811 Greenstone Avenue, Santa Fe Springs, CA 90670 (800) 782-1500		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-224-16FTYR	AMENDMENT NUMBER #3
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

Khavarian Enterprises, Inc. DBA Vision Communications Company

2. The term of this Agreement is **03/01/16** through **12/31/19** FED ID:

3. The maximum amount of this Agreement after this amendment is: **\$61,400.00 Amendment**
\$188,600; Not to exceed \$311,400 with inclusion of option years

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-046-16FTYR, dated March 1, 2016, between the District and Vision Communications for radio rentals is hereby amended as follows:

1. This amendment effective date is January 1, 2019.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide radio rentals for the OC Fair & Event Center by exercising the second option year to renew at the not to exceed amount of SIXTY ONE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$61,400.00

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED EIGHTY EIGHT THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$188,600.00); THREE HUNDRED ELEVEN THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$311,400.00) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) KHAVARIAN ENTERPRISES, INC. DBA: VISION COMMUNICATIONS COMPANY		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Mosley, Rentals Account		
ADDRESS 15823 Monte St. Bldg. E, Unit 103, Sylmar, CA 91342 Email: jmosley@2viscom.com Office: (562) 494-1326		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

AGREEMENT NUMBER	
SA-240-16SP	A-2

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

STATE AGENCY'S NAME

32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

Backyard BBQ Village

2. The term of this Agreement is: **May 1, 2016 through April 30, 2020**

3. The amount of this Sponsorship Agreement is: **Amendment - \$17,500 (CASH)**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of The Agreement and incorporated herein:

- Standard Agreement # SA-240-16SP, effective date May 1, 2019 between the District and Backyard BBQ Village amended as follows:
- To amend the original contract to exercise the second option year option year with the amount of \$17,500 for sponsorship.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.
- The effective date of this amendment is May 1, 2018.

*GTC(4/2017) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

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

SPONSOR/CONTRACTOR		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME Backyard BBQ Village		
BY (<i>Authorized Signature</i>) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jose De La Cruz, President		
ADDRESS 12127 Mall Blvd., Suite 463, Victorville, CA 92392		<input checked="" type="checkbox"/> Exempt: Sponsorship
STATE OF CALIFORNIA		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>
AGENCY NAME 32nd District Agricultural Association / Division of Fairs & Expositions		
BY (<i>Authorized Signature</i>) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		 Date

CONTRACTS MANAGER

Michele Richards, VP, Business Development

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-238-18YR	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
Bar None Group, Inc., DBA: Pacific Coast Entertainment
- The term of this Agreement is **07/01/18** through **06/30/20** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **\$108,822.76 Amendment**
\$213,681.12; \$565,687.01 inclusion option years
2018 (\$104,858.36); 2019 (\$108,822.76); 2020 (\$112,957.59);
2021 (\$117,277.01); 2022 (\$121,771.29)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Standard Agreement # SA-238-18YR dated July 1, 2018, between the District and Pacific Coast Entertainment for Ground Sound Audio Services is hereby amended as follows:
 - This amendment effective date is July 1, 2019.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

- To amend the original contract to provide radio rentals for the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS AND 76/100 (\$108,822.76)

STATE AGREES:

- To pay Contractor a total amount not to exceed TWO HUNDRED THIRTEEN THOUSAND SIX HUNDRED EIGHTY ONE DOLLARS AND 12/100 (\$213,681.12); FIVE HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS AND 01/100 (\$565,687.01) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
Bar None Group, Inc., DBA: Pacific Coast Entertainment		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Ryan Steidinger, CEO		
<small>ADDRESS</small>		
7601 Woodwind Dr., Irvine, CA 92618 (714) 841-6455 x21 email: ryan@pacificcoastentertainment.com		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
<small>ADDRESS</small>		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per: