

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2019**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-162-18	Share Our Selves	Share Our Selves	Share Our Selves - Adopt A Family	Costa Mesa, Courtyard, Huntington Beach, Santa Ana	12/17/18-12/20/18	\$25,650.00 In Kind Trade \$3,142.00 Payment
R-169-18	Carnival Midway Attractions	Carnival Midway Attractions Camping	Camping	Campground	10/02/18-10/09/18	\$3,648.00
R-181-18	Lucky 7	Lucky 7 - Trailer Rally	Trailer Rally	Campground	11/16/18-11/18/18	\$40 per night
R-182-18	Impulso Hispanic Inc.	Employee Holiday Party	Holiday Party	Millennium Barn	12/20/18	\$2,058.00
R-184-18	Amsbury's	Amsbury's Camping	Camping	Campground	12/15/18-1/08/19	\$1,258.00
R-185-18	Brander Enterprises, Inc.	Brander Enterprises Camping	Camping	Campground	12/17/18-1/07/19	\$1,173.00
R-186-18	Hearts Delight Clothiers	Hearts Delight Camping	Camping	Campground	12/15/18-1/08/19	\$1,258.00
R-187-18	Celebration Festivals	Celebration Festivals Camping	Camping	Campground	12/13/18-01/07/19	\$10,442.50
R-188-18	Purple Dragon Shops	Purple Dragon Shops Camping	Camping	Campground	12/19/18-01/07/19	\$938.00
R-008-19	Cruisin' For a Cure	Cruisin' For a Cure	Car Show	All Grounds	09/25/19-09/29/19	\$67,733.00
R-002-19	Train Show Inc	Great Train Show	Consumer Show	Costa Mesa Building, Huntington Beach Building	03/01/19-03/04/19	\$33,430.00
R-004-19	Bonnier Corporation	Sand Sports Super SWAP	Swap Meet	Parking Lot I	05/11/19-05/12/19	\$6,232.00
R-016-19	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion, 1/4 Main Mall	02/20/19-02/25/19	\$50,446.00
R-017-19	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion, 1/4 Main Mall	05/15/19-05/20/19	\$50,446.00
R-018-19	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion, 1/4 Main Mall	08/21/19-08/26/19	\$50,446.00
R-019-19	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion, 1/4 Main Mall	10/09/19-10/14/19	\$50,446.00
R-028-19	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	02/20/19-02/21/19	\$14,159.50
R-029-19	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	04/03/19-04/04/19	\$14,159.50
R-030-19	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	06/12/19-06/13/19	\$14,159.50
R-031-19	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	08/21/19-08/22/19	\$14,159.50
R-032-19	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	10/09/19-10/10/19	\$14,159.50
R-033-19	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	12/04/19-12/05/19	\$14,159.50
R-041-19	Let's Do Business Events	OC's Largest Mixer	Consumer Show	The Hangar	03/27/19-03/28/19	\$2,681.25 In-Kind Trade \$6,944.50 Payment
R-043-19	Adcom Publishing Publishing Inc. - BrideWorld Expo	Adcom Publishing Publishing Inc. - BrideWorld Expo	Consumer Show	Costa Mesa Building, Huntington Beach Building, Santa Ana Pavilion	01/04/19-01/05/19	\$13,980.00
R-049-19	Precision Dynamics	Nissan Ride & Drive	Ride & Drive	Anaheim Building, Parking Lot I	01/15/19-01/17/19	\$16,087.00
R-050-19	Ultimate Trade Shows & Events, Inc.	The 42nd Annual OC Home & Garden Show	Home & Garden Show	Anaheim Building, Los Alamitos	02/21/19-02/25/19	\$34,106.00
R-051-19	CA Rare Fruit Growers, O.C. Chapter	CA Rare Fruit Growers, O.C. Chapter	Meeting	Silo Building	01/01/19-12/31/19	\$90 per month

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

December 17 - 20, 2018

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

See Exhibit A

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

Share Our Selves "Adopt a Family" Annual Program

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

\$25,650.00 = In-Kind Trade

\$3,142.00 = Payment

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

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

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

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

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

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

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

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

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

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

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

**Share Our Selves
1550 Superior Avenue
Costa Mesa, CA 92627**

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

By _____ Date: _____

By _____ Date: _____

Title: Karen McGlinn, Chief Executive Officer

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

EXHIBIT A

Event Information

Event Name:	Share Our Selves "Adopt a Family" Annual Program	Contract No:	R-162-18
Contact Person:	Rudy Ramos	Phone:	(949) 270-2197
Event Date:	12/20/2018	Hours:	6:00 AM - 5:00 PM

Vehicle Parking Fee: No Charge **Projected Attendance:** 1,000

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Costa Mesa Building (#10)	12/17/2018 06:00 AM - 04:00 PM	Move In	2,150.00*
Courtyard	12/17/2018 06:00 AM - 04:00 PM	Move In	350.00*
Huntington Beach Building (#12)	12/17/2018 06:00 AM - 04:00 PM	Move In	1,650.00*
Santa Ana Pavilion (Parade of Products)	12/17/2018 06:00 AM - 04:00 PM	Move In	950.00*
Tuesday			
Costa Mesa Building (#10)	12/18/2018 06:00 AM - 04:00 PM	Move In	2,150.00*
Courtyard	12/18/2018 06:00 AM - 04:00 PM	Move In	350.00*
Huntington Beach Building (#12)	12/18/2018 06:00 AM - 04:00 PM	Move In	1,650.00*
Santa Ana Pavilion (Parade of Products)	12/18/2018 06:00 AM - 04:00 PM	Move In	950.00*
Wednesday			
Costa Mesa Building (#10)	12/19/2018 06:00 AM - 04:00 PM	Move In	2,150.00*
Courtyard	12/19/2018 06:00 AM - 04:00 PM	Move In	350.00*
Huntington Beach Building (#12)	12/19/2018 06:00 AM - 04:00 PM	Move In	1,650.00*
Santa Ana Pavilion (Parade of Products)	12/19/2018 06:00 AM - 04:00 PM	Move In	950.00*
Thursday			
Costa Mesa Building (#10)	12/20/2018 06:00 AM - 05:00 PM	Event	4,300.00*
Courtyard	12/20/2018 06:00 AM - 05:00 PM	Event	700.00*
Huntington Beach Building (#12)	12/20/2018 06:00 AM - 05:00 PM	Event	3,300.00*
Santa Ana Pavilion (Parade of Products)	12/20/2018 06:00 AM - 05:00 PM	Event	1,900.00*

*See In-Kind Trade details under Payment Schedule

***In-Kind Trade Facility Rental Total: 25,500.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Usage	Estimate Only	1.00 EA	150.00 EVT	150.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift (1 Banner)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00*
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	12/20/2018 - 12/20/2018	2.00 EA	75.00 DAY	150.00
Public Address System (Per Building)	12/20/2018 - 12/20/2018	1.00 EA	75.00 DAY	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Umbrella w/ Stand	Estimate 2	2.00 EA	15.00 EA	30.00

Share our Selves Total: 930.00

***In-Kind Trade Equipment Total: 150.00**

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant (Equipment Operator)	Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Janitorial Attendant	12/18/2018 08:00 AM - 10:00 AM	2.00 EA	22.00 HR	176.00
Janitorial Attendant	12/19/2018 08:00 AM - 10:00 PM	2.00 EA	22.00 HR	616.00
Event Day				
Janitorial Attendant	12/20/2018 10:00 AM - 02:00 I	2.00 EA	22.00 HR	176.00
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	22.00 HR	176.00

EXHIBIT A

Event Information

Parking

Set Up

Parking Attendant	Estimate 6 Hours	6.00	HR	22.00	HR	132.00
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Event Day

Parking Attendant Lead	12/20/2018 07:00 AM - 03:00 PM	1.00	EA	30.00	HR	240.00
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Parking Attendant	12/20/2018 07:00 AM - 03:00 PM	2.00	EA	22.00	HR	352.00
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Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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Total: 2,012.00

Summary

OCFEC In-Kind Trade

Facility Rental Total	\$25,500.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$150.00
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In-Kind Trade Grand Total: \$25,650.00

Share Our Selves

Estimated Equipment, Reimbursable Personnel and Services Total	\$2,942.00
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Refundable Deposit	\$200.00
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Share Our Selves Grand Total: \$3,142.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/16/2018	\$3,142.00

Total: \$3,142.00

Please Remit Payment in *Check Only*

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

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

OCFEC IN-KIND TRADE

Facility Rental Total	\$25,500.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$150.00
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Grand Total: \$25,650.00

In exchange for above outlined **\$24,775.00 In-Kind Trade**, it has been mutually agreed that Share Our Selves will provide trade to OCFEC as follows:

The official event location "OC Fair & Event Center" will be presented in advertising mediums as follows:

1. Sponsorship letters and signup forms (Sent to approximately 5,400 individuals)
2. Email Blast (Two email blasts sent to approximately 4,100 individuals)
3. OCFEC Logo on slider image of Share Our Selves website (From October 31 - December 31, 2018)
4. Thank you emails to all donors who "adopt" and/or donate in-kind items or cash (Sent to approximately 1,000 individuals)
5. Social media inclusion
6. OCFEC Logo on event banner

Share Our Selves will send or fax copies of the mutually agreed upon advertisement prior to publication.

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

October 2 - 9, 2018

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

See Exhibit A

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

Carnival Midway Attractions Camping

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

\$3,648.00

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

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

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

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

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

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

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

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

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

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

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

**Carnival Midway Attractions
7071 Warner Ave, F-130
Huntington Beach, CA 92647**

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

By_____Date:_____

By_____Date:_____

Title: Shawnee Merten, Promoter

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

EXHIBIT A

Event Information

Event Name:	Carnival Midway Attractions Camping	Contract No:	R-169-18
Contact Person:	Shawnee Merten	Phone:	(714) 962-5441
Event Dates:	10/02/2018 - 10/09/2018	Hours:	12:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 50

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Tuesday - Tuesday				
Campground (Employee RV)	10/02/2018 12:00 PM - 10/09/2018 12:00 PM (7 Nights)	7.00 EA	40.00 DAY	1,960.00

Check out must be completed by 12:00 Noon on Tuesday - October 9, 2018 to avoid additional charges. **Total:** 1,960.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 7	7.00 EA	70.00 EA	490.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00

Total: 616.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	55.00 HR	55.00
Event Day				
Grounds Attendant	10/02/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/02/2018 Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Grounds Attendant	10/03/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/03/2018 Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Grounds Attendant	10/04/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/04/2018 Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Grounds Attendant	10/05/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/05/2018 Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Grounds Attendant	10/06/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/06/2018 Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Grounds Attendant	10/07/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/07/2018 Estimate 2 Hours	2.00 HR	22.00 HR	44.00
Grounds Attendant	10/08/2018 Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	10/08/2018 Estimate 2 Hours	2.00 HR	22.00 EA	44.00
Clean Up				
Grounds Attendant	TBD	TBD HR	22.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	22.00 HR	TBD
Electrician	Estimate 1 Hour	1.00 HR	55.00 HR	55.00

Total: 572.00

Summary

Facility Rental Total	\$1,960.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,188.00
Refundable Deposit	\$500.00

Grand Total: \$3,648.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/24/2018	\$3,648.00

Total: \$3,648.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE January 4, 2019

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Lucky 7** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 16 - 18, 2018**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Lucky 7 - Trailer Rally

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$40.00 per unit per night includes water and electric, less \$40.00 deposit remitted with this agreement. Balance of \$40.00 per unit per night minus \$40.00 deposit, due to the Security & Traffic Department on or before November 18, 2018. All campers must provide proof of insurance on or before November 16, 2018.
- 5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Lucky 7
9451 Velardo Drive
Huntington Beach, CA 92646

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

By _____

By _____

Title: Patty Wear, Wagon Master

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

December 20, 2018

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

See Exhibit A

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

Holiday Party

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

\$2,058.00

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

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

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

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

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

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

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

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

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

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

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

Impulso Hispanic Inc.
2522 Chambers Road
Costa Mesa, CA 92780

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

By _____ Date: _____

By _____ Date: _____

Title: Jorge Cornejo

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

EXHIBIT A

Event Information

Event Name:	Holiday Party	Contract No:	R-182-18
Contact Person:	Jorge Cornejo	Phone:	(949) 244-5589
Event Date:	12/20/2018	Hours:	3:00 PM - 6:00 PM
Vehicle Parking Fee:	Private Event (No Parking Fee)	Projected Attendance:	60

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Millenium Barn	12/20/2018 03:00 PM - 06:00 PM	Move In	No Charge
Millenium Barn	12/20/2018 06:00 PM - 11:00 PM	Event	1,000.00
Move out must be completed by 11:59 PM on Thursday - December 20, 2018 to avoid additional charges.			Total: 1,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Total:				236.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Clean Up				
Grounds Attendant	Estimate 1 Hour	1.00 HR	22.00 HR	22.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
<u>Event Sales & Services</u>				
Event Coordinator	12/20/2018 05:00 PM - 11:00 PM	1.00 EA	45.00 HR	270.00
<u>Insurance</u>				
S.E.L.I. Insurance	12/20/2018	1.00 EA	60.00 DAY	60.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Thursday - December 20, 2018.</i>				
<u>Safety & Security</u>				
Security Attendant	12/20/2018 05:30 PM - 11:30 PM	1.00 EA	22.00 HR	132.00
Total:				572.00

Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$808.00
Refundable Deposit	\$250.00
Grand Total:	\$2,058.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/22/2018	\$2,058.00
Total:		\$2,058.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

DATE January 4, 2019

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

December 15, 2018 - January 8, 2019

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

See Exhibit A

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

Amsbury's Camping

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

\$1,258.00

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

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

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

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

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

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

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

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

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

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

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

**Amsbury's
P.O. Box 760
Yucca Valley, CA 92286**

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

By _____ Date: _____

By _____ Date: _____

Title: Michelle Amsbury

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

EXHIBIT A

Event Information

Event Name:	Amsbury's Camping	Contract No:	R-184-18
Contact Person:	Michelle Amsbury	Phone:	(310) 713-0167
Event Dates:	12/15/2018 - 01/08/2019	Hours:	7:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 3

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Saturday - Tuesday				
Campground (<i>Employee RV</i>)	12/15/2018 12:00 PM - 01/08/2019 12:00 PM (24 Nights)	1.00 EA	45.00 DAY	1,080.00

Check out must be completed by 12:00 Noon on Tuesday - January 8, 2019 to avoid additional charges.

Total: 1,080.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00

Total: 90.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00

Total: 88.00

Summary

Facility Rental Total	\$1,080.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$178.00

Grand Total: \$1,258.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/15/2018	\$1,258.00

Total: \$1,258.00

Please Remit Payment in *Check Only*

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

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

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

December 17, 2018 - January 7, 2019

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

See Exhibit A

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

Brander Enterprises Camping

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

\$1,173.00

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

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

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

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

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

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

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

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

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

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

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

Brander Enterprises, Inc.
7645 Cattle Drive
Santa Margarita, CA 93453

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

By _____ Date: _____

By _____ Date: _____

Title: Cindy Cervantes, Manager

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

EXHIBIT A

Event Information

Event Name:	Brander Enterprises Camping	Contract No:	R-185-18
Contact Person:	Cindy Cervantes	Phone:	(909) 964-9336
Event Dates:	12/17/2018 - 01/07/2019	Hours:	7:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 4

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Monday				
Campground (Employee RV)	12/17/2018 12:00 PM - 01/07/2019 12:00 PM (21 Nights)	1.00 EA	45.00 DAY	945.00

Check out must be completed by 12:00 Noon on Monday - January 7, 2019 to avoid additional charges. **Total:** 945.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
30 Amp Drop	Estimate 1	1.00 EA	50.00 EA	50.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00

Total: 140.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00

Total: 88.00

Summary

Facility Rental Total	\$945.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$228.00

Grand Total: \$1,173.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/17/2018	\$1,173.00

Total: \$1,173.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

December 15, 2018 - January 8, 2019

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

See Exhibit A

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

Hearts Delight Clothiers Camping

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

\$1,258.00

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

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

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

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

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

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

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

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

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

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

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

Hearts Delight Clothiers
4035 North Ventura Avenue
Ventura, CA 93001

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

By _____ Date: _____

By _____ Date: _____

Title: Ron and Deborah Mesker

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

EXHIBIT A

Event Information				
Event Name:	Hearts Delight Clothiers Camping	Contract No:	R-186-18	
Contact Person:	Ron and Deborah Mesker	Phone:	(805) 798-5159	
Event Dates:	12/15/2018 - 01/08/2019	Hours:	7:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	<i>See Facility Rental Fees</i>		Projected Attendance:	4

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Saturday - Tuesday				
Campground (<i>Employee RV</i>)	12/15/2018 12:00 PM - 01/08/2019 12:00 PM (24 Nights)	1.00 EA	45.00 DAY	1,080.00
Check out must be completed by 12:00 Noon on Tuesday - January 8, 2019 to avoid additional charges.				Total: 1,080.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Total:				90.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Total:				88.00

Summary	
Facility Rental Total	\$1,080.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$178.00
Grand Total:	\$1,258.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/15/2018	\$1,258.00
Total:		\$1,258.00

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON REFUNDABLE****

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

REVIEWED _____

DATE January 4, 2019

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

December 12, 2018 - January 10, 2019

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

See Exhibit A

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

Celebration Festivals Camping

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

\$10,442.50

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

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

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

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

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

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

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

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

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

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

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

**Celebration Festivals
5267 Warner Avenue
Huntington Beach, CA 92649**

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

By _____ Date: _____

By _____ Date: _____

Title: Tony Guadagno, Owner

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

EXHIBIT A

Event Information

Event Name:	Celebration Festivals Camping	Contract No:	R-187-18
Contact Person:	Tony Guadagno	Phone:	(714) 920-8193
Event Dates:	12/12/2018 - 01/10/2019	Hours:	7:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 6

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Wednesday - Friday				
Campground (<i>Employee Bunkhouse/RV</i>)	12/12/2018 12:00 PM - 01/10/2019 12:00 PM (29 Nights)	6.00 EA	45.00 DAY	7,830.00

Check out must be completed by 12:00 Noon on Friday - January 10, 2019 to avoid additional charges. **Total:** 7,830.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00

Total: 730.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	55.00 HR	55.00
Event Day				
Janitorial Attendant	12/13/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/14/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/15/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/16/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/17/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/18/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/19/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/20/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/21/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/22/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/23/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/24/2018 Estimate 2.5 Hours	2.50 HR	23.00 HR *	57.50
Janitorial Attendant	12/25/2018 Estimate 2.5 Hours	2.50 HR	44.00 HR *	110.00
Janitorial Attendant	12/26/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/27/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/28/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/29/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/30/2018 Estimate 2.5 Hours	2.50 HR	22.00 HR	55.00
Janitorial Attendant	12/31/2018 Estimate 2.5 Hours	2.50 HR	33.00 HR *	82.50
Janitorial Attendant	01/01/2019 Estimate 2.5 Hours	2.50 HR	26.00 HR *	65.00
Janitorial Attendant	01/02/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/03/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/04/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/05/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/06/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/07/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/08/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/09/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Janitorial Attendant	01/10/2019 Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50

Clean Up

Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 2.5 Hours	2.50 HR	23.00 HR	57.50
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50

***Holiday Rates**

Total: 1,882.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$7,830.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,612.50
Grand Total:	\$10,442.50

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$10,442.50

Total:

\$10,442.50

Please Remit Payment in *Check Only*

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

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

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

December 19, 2018 - January 7, 2019

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

See Exhibit A

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

Purple Dragon Shops Camping

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

\$938.00

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

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

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

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

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

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

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

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

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

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

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

**Purple Dragon Shops
525 South Second Avenue
Arcadia, CA 91006**

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

By _____ Date: _____

By _____ Date: _____

Title: Mitzi Linscott

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

EXHIBIT A

Event Information

Event Name:	Purple Dragon Shops Camping	Contract No:	R-188-18
Contact Person:	Mitzi Linscott	Phone:	Allen Becker (626) 488-1577
Event Dates:	12/19/2018 - 01/07/2019	Hours:	7:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 1

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Wednesday - Monday Campground (<i>Employee RV</i>)	12/19/2018 12:00 PM - 01/07/2019 12:00 PM (19 Nights)	1.00 EA	40.00 DAY	760.00
Check out must be completed by 12:00 Noon on Monday - January 7, 2019 to avoid additional charges.				Total: 760.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Total:				90.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Total:				88.00

Summary

Facility Rental Total	\$760.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$178.00
Grand Total:	\$938.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID 12/19/2018	\$760.00
Second Payment	12/21/2018	\$178.00
Total:		\$938.00

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON REFUNDABLE****

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

REVIEWED_____

DATE January 6, 2019

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

March 1 - 4, 2019

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

See Exhibit A

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

Great Train Show

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

\$33,430.00

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

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

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

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

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

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

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

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

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Randy Bachmann, President

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

EXHIBIT A

Event Information

Event Name:	Great Train Show	Contract No:	R-002-19
Contact Person:	Bill Grove	Phone:	(630) 383-2018
Event Date:	03/02/2019 - 03/03/2019	Hours:	Saturday: 10:00 AM - 4:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	Adult: \$9.00 Child: 12 & Under Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	5,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	03/01/2019 10:00 AM - 06:00 PM	Move In	2,187.50
Huntington Beach Building (#12)	03/01/2019 10:00 AM - 06:00 PM	Move In	1,687.50
Saturday			
Costa Mesa Building (#10)	03/02/2019 10:00 AM - 04:00 PM	Event	4,375.00
Huntington Beach Building (#12)	03/02/2019 10:00 AM - 04:00 PM	Event	3,375.00
Sunday			
Costa Mesa Building (#10)	03/03/2019 10:00 AM - 04:00 PM	Event	4,375.00
Huntington Beach Building (#12)	03/03/2019 10:00 AM - 04:00 PM	Event	3,375.00
Monday			
Costa Mesa Building (#10)	03/04/2019 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	03/04/2019 06:00 AM - 11:59 AM	Move Out	No Charge
Move out must be completed by 11:59 AM on Monday - March 4, 2019 to avoid additional charges.			Total: 19,375.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 18	18.00 EA	25.00 EA	450.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 17	17.00 EA	18.00 EA	306.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 200	200.00 EA	8.00 EA	1,600.00
Marquee Board (4 Consecutive Weeks)	02/04/2019 - 03/03/2019	4.00 WK	Included	Included
Portable Electronic Message Board	03/02/2019 - 03/03/2019	2.00 EA	75.00 DAY	300.00
Public Address System (Per Building)	03/02/2019 - 03/03/2019	2.00 EA	75.00 DAY	300.00
Scissor Lift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Total:				5,126.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Electrician	Estimate 4 Hours	4.00 HR	57.50 HR	230.00
Event Day				
Grounds Attendant Lead	03/02/2019 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	03/02/2019 09:00 AM - 04:00 PM	2.00 EA	23.00 HR	322.00
Janitorial Attendant	03/02/2019 09:00 AM - 04:00 PM	4.00 EA	23.00 HR	644.00
Grounds Attendant Lead	03/03/2019 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	03/03/2019 09:00 AM - 04:00 PM	2.00 EA	23.00 HR	322.00
Janitorial Attendant	03/03/2019 09:00 AM - 04:00 PM	4.00 EA	23.00 HR	644.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	23.00	HR	368.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	23.00	HR	138.00
Electrician	Estimate 3 Hours	3.00	HR	57.50	HR	172.50

Event Sales & Services

Event Coordinator	03/02/2019 09:00 AM - 04:00 PM	1.00	EA	47.00	HR	329.00
Event Coordinator	03/03/2019 09:00 AM - 04:00 PM	1.00	EA	47.00	HR	329.00

Parking

Parking Attendant Lead	03/01/2019 10:00 AM - 06:00 PM	1.00	EA	30.00	HR	240.00
Parking Attendant	03/01/2019 10:00 AM - 06:00 PM	2.00	EA	23.00	HR	368.00

Safety & Security

Security Attendant - Overnight	03/01/2019 06:00 PM - 03/02/2019 07:00 AM	1.00	EA	23.00	HR	299.00
Security Attendant	03/02/2019 09:00 AM - 03:30 PM	2.00	EA	23.00	HR	299.00
Security Attendant - Overnight	03/02/2019 04:00 PM - 03/03/2019 09:00 AM	1.00	EA	23.00	HR	391.00
Security Attendant	03/03/2019 09:00 AM - 03:30 PM	2.00	EA	23.00	HR	299.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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Outside Services

Emergency Medical Services	03/02/2019 09:30 AM - 04:30 PM	2.00	EA	24.00	HR	336.00
Emergency Medical Services	03/03/2019 09:30 AM - 04:00 PM	2.00	EA	24.00	HR	312.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 7,429.00

Summary

Facility Rental Total	\$19,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,555.00
Refundable Deposit	\$1,500.00

Grand Total: \$33,430.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/03/2018	\$16,715.00
Second Payment	01/02/2019	\$16,715.00

Total: \$33,430.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

DATE **January 6, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

May 11 - 12, 2019

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

See Exhibit A

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

Sand Sports Super SWAP

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

\$6,232.00

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

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

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

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

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

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

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

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

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

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

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

Bonnier Corporation
838 North Delaware Street
Indianapolis, IN 46204

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

By_____Date:_____

By_____Date:_____

Title: Mike Moore, President

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

EXHIBIT A

Event Information

Event Name:	Sand Sports Super SWAP	Contract No:	R-004-19
Contact Person:	Mike Moore	Phone:	(317) 716-2684
Event Date:	05/12/2019	Hours:	7:00 AM - 2:00 PM

Admission Price:	Adult: \$10.00 Child: 12 & Under Free	Projected Attendance:	1,000
Vehicle Parking Fee:	\$9.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot I	05/11/2019 06:00 AM - 03:00 PM	Move In	950.00
Sunday			
Parking Lot I	05/12/2019 05:00 AM - 07:00 AM	Move In	No Charge
Parking Lot I	05/12/2019 07:00 AM - 02:00 PM	Event	1,900.00

Move out must be completed by 11:59 PM on Sunday - May 12, 2019 to avoid additional charges. **Total: 2,850.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 21	21.00 EA	15.00 EA	315.00
Dumpster	Estimate 14	14.00 EA	18.00 EA	252.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Forklift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Portable Electronic Message Board	05/12/2019	2.00 EA	75.00 DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 EA	225.00
			Total:	1,092.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	TBD	TBD HR	55.00 HR	TBD
Event Day				
Grounds Attendant Lead	05/12/2019 05:00 AM - 02:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/12/2019 06:00 AM - 02:00 PM	1.00 EA	22.00 HR	176.00
Janitorial Attendant	05/12/2019 06:00 AM - 02:00 PM	2.00 EA	22.00 HR	352.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	22.00 HR	132.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	22.00 HR	176.00
Event Sales & Services				
Event Coordinator	05/12/2019 06:00 AM - 02:00 PM	1.00 EA	45.00 HR	360.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Safety & Security				
Security Attendant - Overnight	05/11/2019 09:00 PM - 05:00 AM	1.00 EA	22.00 HR	176.00
			Total:	1,790.00

Summary

Facility Rental Total	\$2,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,882.00
Refundable Deposit	\$500.00
Grand Total:	\$6,232.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/11/2019	\$6,232.00
	Total:	\$6,232.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

DATE January 4, 2019

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Cruisin' For A Cure** hereinafter, called the Rentor

WITNESSETH:

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

September 25 - 29, 2019

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

See Exhibit A

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

Cruisin' For A Cure

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

\$67,733.00

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

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

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

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

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

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

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

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

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

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

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

Cruisin' For A Cure
25422 Trabuco Road, Suite 105-527
Lake Forest, CA 92630

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

By _____ Date: _____

By _____ Date: _____

Title: Darrell Gilbert, Chief Financial Officer

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Cruisin' For A Cure	Contract No:	R-008-19
Contact Person:	Debbie Baker	Phone:	(714) 803-9216
Event Date	09/28/2019	Hours:	Saturday: 6:00 AM - 4:00 PM

Admission Price: General: \$15.00 AAA Discount: \$2.00 off per ticket, up to four tickets

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 15,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Anaheim Building (#16)	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Baja Blues Restaurant	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Campground	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Livestock Lane	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Main Mall	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
OC Promenade (Span)	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Park Plaza	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot E	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot F	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot G	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot I	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot P	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Plaza Pacifica	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
South Lawn	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
The Hangar	09/25/2019 07:00 AM - 12:00 PM	Move In	0.00
Thursday			
Anaheim Building (#16)	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Baja Blues Restaurant	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Campground	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Livestock Lane	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Main Mall	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
OC Promenade (Span)	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Park Plaza	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot E	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot F	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot G	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot I	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot P	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Plaza Pacifica	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
South Lawn	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
The Hangar	09/26/2019 07:00 AM - 12:00 PM	Move In	0.00
Friday			
Anaheim Building (#16)	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Baja Blues Restaurant	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00

EXHIBIT A

Event Information

Campground	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Livestock Lane	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Main Mall	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
OC Promenade (Span)	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Park Plaza	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot E	09/27/2019 07:00 AM - 04:00 AM	Move In	0.00
Parking Lot F	09/27/2019 07:00 AM - 04:00 AM	Move In	0.00
Parking Lot G	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot I	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot P	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Plaza Pacifica	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
South Lawn	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
The Hangar	09/27/2019 07:00 AM - 12:00 PM	Move In	0.00
Saturday			
Parking Lot E	09/28/2019 04:00 AM - 04:00 PM	Event	0.00
Parking Lot F	09/28/2019 04:00 AM - 04:00 PM	Event	0.00
Anaheim Building (#16)	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Baja Blues Restaurant	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Campground	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Costa Mesa Building (#10)	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Country Meadows	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Country Meadows	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Country Meadows	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Huntington Beach Building (#12)	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Livestock Lane	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Los Alamitos Building (#14)	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Main Mall	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
OC Promenade (Span)	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Park Plaza	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Parking Lot G	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Parking Lot I	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Parking Lot P	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Plaza Pacifica	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
South Lawn	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
The Hangar	09/28/2019 06:00 AM - 04:00 PM	Event	0.00
Sunday			
Anaheim Building (#16)	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Baja Blues Restaurant	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Campground	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Country Meadows	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Livestock Lane	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Main Mall	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
OC Promenade (Span)	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Park Plaza	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot E	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot F	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot G	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00

EXHIBIT A

Event Information

Parking Lot I	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Parking Lot P	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Plaza Pacifica	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
South Lawn	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00
The Hangar	09/29/2019 07:00 AM - 12:00 PM	Move In	0.00

*OCFEC will retain \$23,125 or 15% of Gross Admissions Revenue if greater.

Total: *23,125.00

Move out must be completed by 12:00 PM on Sunday - September 29, 2019 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units		Rate		Actual
10 MB Internet - Hard Line	TBD	TBD	EA	150.00	DAY	TBD
25 MB Internet - Hard Line	09/28/2019 - 09/28/2019	1.00	EA	250.00	DAY	250.00
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
30 Amp Drop	Estimate 2	2.00	EA	50.00	EA	100.00
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	Estimate 45	45.00	EA	15.00	EA	675.00
Barricade (Plastic)	Estimate 38	38.00	EA	15.00	EA	570.00
Bench (Metal)	Estimate 45	45.00	EA	15.00	EA	675.00
Cable Ramp	Estimate 5	5.00	EA	15.00	EA	75.00
Dumpster	Estimate 78	78.00	EA	18.00	EA	1,404.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage	Estimate Only	1.00	EA	1,100.00	EVT	1,100.00
Forklift	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Man Lift	Estimate 29 Hours	29.00	HR	75.00	HR	2,175.00
Marquee Board	Estimate 1	1.00	EA	0.00	EA	TBD
Overall Public Address System	TBD	TBD	EA	250.00	DAY	TBD
Picnic Table (Rectangular & Round)	Estimate 49	49.00	EA	15.00	EA	735.00
Portable Light Tower	Estimate 1	1.00	EA	151.00	EVT	151.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	Estimate 2	2.00	EA	150.00	EA	300.00
Portable Electronic Message Board	09/28/2019 - 09/28/2019	2.00	EA	75.00	DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	DAY	TBD
Sweeper (In-House)	Estimate 19 Hours	19.00	HR	75.00	HR	1,425.00
Ticket Booth (Double Window)	Estimate 6	6.00	EA	100.00	EA	600.00
Traffic Cone	Flat Rate (Estimate 1,400 cones)	1.00	EA	500.00	EA	500.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Wireless Internet Router	Estimate 4	4.00	EA	75.00	EA	300.00
Wireless Microphone	Estimate 7	7.00	EA	50.00	EA	350.00

Total: 14,620.00

Reimbursable Personnel Fees

Description	Date-Time	Units		Rate		Actual
Admissions/Parking Sales						
Admissions Office	09/28/2019 07:00 AM - 05:00 PM	1.00	EA	23.00	HR	230.00
Money Room Attendant	09/28/2019 07:00 AM - 05:00 PM	1.00	EA	26.00	HR	260.00
Ticket Seller Lead	09/28/2019 06:00 AM - 05:00 PM	1.00	EA	30.00	HR	330.00
Ticket Seller (Gate 8)	09/28/2019 05:00 AM - 03:00 PM	1.00	EA	23.00	HR	230.00
Ticket Seller	09/28/2019 06:00 AM - 02:00 PM	3.00	EA	23.00	HR	552.00
Ticket Seller	09/28/2019 06:00 AM - 03:00 PM	4.00	EA	23.00	HR	828.00
Ticket Seller	09/28/2019 06:00 AM - 05:00 PM	1.00	EA	23.00	HR	253.00
Ticket Seller	09/28/2019 07:00 AM - 03:00 PM	2.00	EA	23.00	HR	368.00
Ticket Seller	09/28/2019 10:00 AM - 03:00 PM	1.00	EA	23.00	HR	115.00
Ticket Taker Lead	09/28/2019 06:00 AM - 05:00 PM	1.00	EA	30.00	HR	330.00
Ticket Taker (Gate 8)	09/28/2019 05:00 AM - 03:00 PM	1.00	EA	23.00	HR	230.00
Ticket Taker	09/28/2019 06:00 AM - 12:00 PM	4.00	EA	23.00	HR	552.00
Ticket Taker	09/28/2019 06:00 AM - 04:00 PM	2.00	EA	23.00	HR	460.00
Ticket Taker	09/28/2019 06:00 AM - 05:00 PM	1.00	EA	23.00	HR	253.00
Ticket Taker (Green Gate)	09/28/2019 10:00 AM - 05:00 PM	1.00	EA	23.00	HR	161.00
Ticket Taker	09/28/2019 12:00 PM - 06:00 PM	3.00	EA	23.00	HR	414.00

EXHIBIT A

Event Information

Event Operations

Set Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	23.00	HR	736.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	23.00	HR	368.00
Electrician	Estimate 6 Hours	6.00	HR	57.50	HR	345.00

Event Day

Grounds Attendant Lead	09/28/2019 05:00 AM - 06:00 PM	1.00	EA	30.00	HR	390.00
Grounds Attendant	09/28/2019 06:00 AM - 05:30 PM	9.00	EA	23.00	HR	2,380.50
Janitorial Attendant	09/28/2019 06:00 AM - 06:00 PM	16.00	EA	23.00	HR	4,416.00
Electrician	09/28/2019 06:00 AM - 05:00 PM	1.00	EA	57.50	HR	632.50

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	23.00	HR	1,288.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	23.00	HR	552.00
Electrician	Estimate 5 Hours	5.00	HR	57.50	HR	287.50

Event Sales & Services

Event Coordinator	09/28/2019 02:00 AM - 05:00 PM	1.00	EA	47.00	HR	705.00
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Parking

Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Parking Attendant	Estimate 80 Hours	80.00	HR	23.00	HR	1,840.00
Parking Attendant (Gate 4)	09/27/2019 07:00 AM - 05:00 PM	1.00	EA	23.00	HR	230.00

Safety & Security

Security Attendant - Gate 5	09/27/2019 06:30 AM - 07:00 PM	1.00	EA	23.00	HR	287.50
Security Attendant - Campground	09/27/2019 08:00 AM - 06:30 PM	1.00	EA	23.00	HR	241.50
Security Attendant - Overnight Lot F	09/27/2019 06:00 PM - 08:00 AM	1.00	EA	23.00	HR	322.00
Security Attendant Overnight Gate 4	09/27/2019 05:00 PM - 06:00 AM	1.00	EA	23.00	HR	299.00
Security Attendant - Overnight	09/27/2019 08:00 PM - 04:00 AM	5.00	EA	23.00	HR	920.00
Security Attendant Lead	09/28/2019 03:00 AM - 06:00 PM	1.00	EA	30.00	HR	450.00
Security Attendant Temp Gate South	09/28/2019 02:00 AM - 03:00 AM	1.00	EA	23.00	HR	23.00
Security Attendant Gate 5, Gate 8 North, Gate 8 South	09/28/2019 03:00 AM - 09:00 AM	3.00	EA	23.00	HR	414.00
Security Attendant - Rover	09/28/2019 04:30 AM - 05:00 PM	6.00	EA	23.00	HR	1,725.00
Security Attendant	09/28/2019 05:00 AM - 05:00 PM	5.00	EA	23.00	HR	1,380.00
Security Attendant	09/28/2019 06:00 AM - 06:00 PM	9.00	EA	23.00	HR	2,484.00
Security Attendant - VIP Tent	09/28/2019 10:00 AM - 03:00 PM	1.00	EA	23.00	HR	115.00

Technology

Technology Attendant	Estimate 8 Hours	8.00	HR	47.00	EA	376.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Creative Design Services (Signs)	TBD (\$754.00 in 2018)	TBD	EVT	TBD	EVT	TBD
Davis School	TBD	TBD	EA	60.00	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	EA	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	1,000.00	EVT	TBD
Cash Handling Fees	(\$256.80 in 2018 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD	EVT	TBD	EVT	TBD
Credit Card Fees	2.85%	TBD	EVT	TBD	EVT	TBD
Ticket Printing Fees	\$.05 per ticket	TBD	EVT	TBD	EVT	TBD

Total: 29,988.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	*\$23,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$44,608.00
Grand Total:	\$44,608.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/27/2019	\$11,152.00
Second Payment	04/26/2019	\$11,152.00
Third Payment	06/27/2019	\$11,152.00
Fourth Payment	08/27/2019	\$11,152.00
Total:		\$44,608.00

Please Remit Payment in *Check Only*

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

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

- \$44,608.00 is due on or before above listed dates.
- All additional reimbursable expenses will be itemized and deducted from Gross Admissions Revenue.
- OCFEC will retain \$23,125.00 or 15% of Gross Admissions Revenue if greater.

REVIEWED _____

DATE January 4, 2019

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

February 20 - 25, 2019

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

See Exhibit A

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

Gem Faire

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

\$50,446.00

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

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

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

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

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

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

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

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

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

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-016-19
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Dates:	02/22/2019 - 02/24/2019	Hours:	Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7.00 Child 11 & Under: Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	02/20/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	02/20/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	02/20/2019 08:00 AM - 08:00 PM	Move In	987.50
Thursday			
Costa Mesa Building (#10)	02/21/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	02/21/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	02/21/2019 08:00 AM - 08:00 PM	Move In	987.50
Friday			
Costa Mesa Building (#10)	02/22/2019 12:00 PM - 06:00 PM	Event	4,375.00
¼ Main Mall	02/22/2019 12:00 PM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	02/22/2019 12:00 PM - 06:00 PM	Event	1,975.00
Saturday			
Costa Mesa Building (#10)	02/23/2019 10:00 AM - 06:00 PM	Event	4,375.00
¼ Main Mall	02/23/2019 10:00 AM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	02/23/2019 10:00 AM - 06:00 PM	Event	1,975.00
Sunday			
Costa Mesa Building (#10)	02/24/2019 10:00 AM - 05:00 PM	Event	4,375.00
¼ Main Mall	02/24/2019 10:00 AM - 05:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	02/24/2019 10:00 AM - 05:00 PM	Event	1,975.00
Monday			
Costa Mesa Building (#10)	02/25/2019 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	02/25/2019 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	02/25/2019 08:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 11:59 PM Monday - February 25, 2019 to avoid additional charges. **Total: 27,050.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	02/02/2019 - 02/24/2019	4.00 WK	Included	Included
Portable Electronic Message Board	02/22/2019 - 02/24/2019	2.00 EA	75.00 DAY	450.00
Public Address System (Per Building)	02/21/2019 - 02/24/2019	2.00 EA	75.00 DAY	600.00
Scissor Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/ Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,745.00

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	23.00	HR	184.00
Electrician	Estimate 8 Hours	8.00	HR	57.50	HR	460.00
Event Day						
Grounds Attendant Lead	02/22/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	02/22/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	02/22/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	02/23/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	02/23/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	02/23/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	02/24/2019 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	02/24/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Janitorial Attendant	02/24/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Electrician	Estimate 7 Hours	7.00	HR	57.50	HR	402.50
<u>Event Sales & Services</u>						
Event Coordinator	02/22/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	02/23/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	02/24/2019 09:00 AM - 05:00 PM	1.00	EA	47.00	HR	376.00
<u>Parking</u>						
Parking Attendant Lead	02/21/2019 10:00 AM - 07:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	02/21/2019 10:00 AM - 07:00 PM	2.00	EA	23.00	HR	414.00
<u>Safety & Security</u>						
Security Attendant	02/21/2019 10:00 AM - 06:00 PM	3.00	EA	23.00	HR	552.00
Security Attendant - Overnight	02/21/2019 06:00 PM - 02/22/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	02/22/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Security Attendant - Daytime	02/22/2019 07:00 AM - 12:00 PM	1.00	EA	23.00	HR	115.00
Security Attendant - Overnight	02/22/2019 06:00 PM - 02/23/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	02/23/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant - Overnight	02/23/2019 06:00 PM - 02/24/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant	02/24/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant	02/24/2019 04:00 PM - 08:00 PM	4.00	EA	23.00	HR	368.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	02/22/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	02/23/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	02/24/2019 09:30 AM - 05:30 PM	2.00	EA	24.00	HR	384.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						12,851.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$27,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,596.00
Refundable Deposit	\$800.00
Grand Total:	\$50,446.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/21/2018	\$25,223.00
Second Payment	01/21/2019	\$25,223.00
	Total:	\$50,446.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

May 15 - 20, 2019

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

See Exhibit A

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

Gem Faire

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

\$50,446.00

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

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

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

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

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

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

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

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

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

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-017-19
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Dates:	05/17/2019 - 05/19/2019	Hours:	Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7.00 Child 11 & Under: Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	05/15/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	05/15/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	05/15/2019 08:00 AM - 08:00 PM	Move In	987.50
Thursday			
Costa Mesa Building (#10)	05/16/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	05/16/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	05/16/2019 08:00 AM - 08:00 PM	Move In	987.50
Friday			
Costa Mesa Building (#10)	05/17/2019 12:00 PM - 06:00 PM	Event	4,375.00
¼ Main Mall	05/17/2019 12:00 PM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	05/17/2019 12:00 PM - 06:00 PM	Event	1,975.00
Saturday			
Costa Mesa Building (#10)	05/18/2019 10:00 AM - 06:00 PM	Event	4,375.00
¼ Main Mall	05/18/2019 10:00 AM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	05/18/2019 10:00 AM - 06:00 PM	Event	1,975.00
Sunday			
Costa Mesa Building (#10)	05/19/2019 10:00 AM - 05:00 PM	Event	4,375.00
¼ Main Mall	05/19/2019 10:00 AM - 05:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	05/19/2019 10:00 AM - 05:00 PM	Event	1,975.00
Monday			
Costa Mesa Building (#10)	05/20/2019 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	05/20/2019 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	05/20/2019 08:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 11:59 PM Monday - May 20, 2019 to avoid additional charges. **Total: 27,050.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	04/27/2019 - 05/19/2019	4.00 WK	Included	Included
Portable Electronic Message Board	05/17/2019 - 05/19/2019	2.00 EA	75.00 DAY	450.00
Public Address System (Per Building)	05/16/2019 - 05/19/2019	2.00 EA	75.00 DAY	600.00
Scissor Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/ Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,745.00

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	23.00	HR	184.00
Electrician	Estimate 8 Hours	8.00	HR	57.50	HR	460.00
Event Day						
Grounds Attendant Lead	05/17/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	05/17/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	05/17/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
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Janitorial Attendant	05/18/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	05/19/2019 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	05/19/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Janitorial Attendant	05/19/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Electrician	Estimate 7 Hours	7.00	HR	57.50	HR	402.50
<u>Event Sales & Services</u>						
Event Coordinator	05/17/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	05/18/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	05/19/2019 09:00 AM - 05:00 PM	1.00	EA	47.00	HR	376.00
<u>Parking</u>						
Parking Attendant Lead	05/16/2019 10:00 AM - 07:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	05/16/2019 10:00 AM - 07:00 PM	2.00	EA	23.00	HR	414.00
<u>Safety & Security</u>						
Security Attendant	05/16/2019 10:00 AM - 06:00 PM	3.00	EA	23.00	HR	552.00
Security Attendant - Overnight	05/16/2019 06:00 PM - 05/17/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	05/17/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Security Attendant - Daytime	05/17/2019 07:00 AM - 12:00 PM	1.00	EA	23.00	HR	115.00
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Security Attendant - Daytime	05/18/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant - Overnight	05/18/2019 06:00 PM - 05/19/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant	05/19/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant	05/19/2019 04:00 PM - 08:00 PM	4.00	EA	23.00	HR	368.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	05/17/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
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Emergency Medical Services	05/19/2019 09:30 AM - 05:30 PM	2.00	EA	24.00	HR	384.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						12,851.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$27,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,596.00
Refundable Deposit	\$800.00
Grand Total:	\$50,446.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/15/2019	\$25,223.00
Second Payment	04/19/2019	\$25,223.00
	Total:	\$50,446.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

August 21 - 26, 2019

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

See Exhibit A

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

Gem Faire

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

\$50,446.00

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

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

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

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

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

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

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

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

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

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-018-19
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Dates:	08/23/2019 - 08/25/2019	Hours:	Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7.00 Child 11 & Under: Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	08/21/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	08/21/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	08/21/2019 08:00 AM - 08:00 PM	Move In	987.50
Thursday			
Costa Mesa Building (#10)	08/22/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	08/22/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	08/22/2019 08:00 AM - 08:00 PM	Move In	987.50
Friday			
Costa Mesa Building (#10)	08/23/2019 12:00 PM - 06:00 PM	Event	4,375.00
¼ Main Mall	08/23/2019 12:00 PM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	08/23/2019 12:00 PM - 06:00 PM	Event	1,975.00
Saturday			
Costa Mesa Building (#10)	08/24/2019 10:00 AM - 06:00 PM	Event	4,375.00
¼ Main Mall	08/24/2019 10:00 AM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	08/24/2019 10:00 AM - 06:00 PM	Event	1,975.00
Sunday			
Costa Mesa Building (#10)	08/25/2019 10:00 AM - 05:00 PM	Event	4,375.00
¼ Main Mall	08/25/2019 10:00 AM - 05:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	08/25/2019 10:00 AM - 05:00 PM	Event	1,975.00
Monday			
Costa Mesa Building (#10)	08/26/2019 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	08/26/2019 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/26/2019 08:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 11:59 PM Monday - August 26, 2019 to avoid additional charges. **Total: 27,050.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	08/03/2019 - 08/25/2019	4.00 WK	Included	Included
Portable Electronic Message Board	08/23/2019 - 08/25/2019	2.00 EA	75.00 DAY	450.00
Public Address System (Per Building)	08/22/2019 - 08/25/2019	2.00 EA	75.00 DAY	600.00
Scissor Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/ Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,745.00

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	23.00	HR	184.00
Electrician	Estimate 8 Hours	8.00	HR	57.50	HR	460.00
Event Day						
Grounds Attendant Lead	08/23/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/23/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	08/23/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	08/24/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/24/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	08/24/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	08/25/2019 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	08/25/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Janitorial Attendant	08/25/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Electrician	Estimate 7 Hours	7.00	HR	57.50	HR	402.50
<u>Event Sales & Services</u>						
Event Coordinator	08/23/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	08/24/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	08/25/2019 09:00 AM - 05:00 PM	1.00	EA	47.00	HR	376.00
<u>Parking</u>						
Parking Attendant Lead	08/22/2019 10:00 AM - 07:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	08/22/2019 10:00 AM - 07:00 PM	2.00	EA	23.00	HR	414.00
<u>Safety & Security</u>						
Security Attendant	08/22/2019 10:00 AM - 06:00 PM	3.00	EA	23.00	HR	552.00
Security Attendant - Overnight	08/22/2019 06:00 PM - 08/23/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	08/23/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Security Attendant - Daytime	08/23/2019 07:00 AM - 12:00 PM	1.00	EA	23.00	HR	115.00
Security Attendant - Overnight	08/23/2019 06:00 PM - 08/24/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	08/24/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant - Overnight	08/24/2019 06:00 PM - 08/25/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant	08/25/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant	08/25/2019 04:00 PM - 08:00 PM	4.00	EA	23.00	HR	368.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	08/23/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	08/24/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	08/25/2019 09:30 AM - 05:30 PM	2.00	EA	24.00	HR	384.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						12,851.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$27,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,596.00
Refundable Deposit	\$800.00
Grand Total:	\$50,446.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/21/2019	\$25,223.00
Second Payment	07/22/2019	\$25,223.00
	Total:	\$50,446.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE January 4, 2019

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

October 9 - 14, 2019

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

See Exhibit A

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

Gem Faire

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

\$50,446.00

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

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

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

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

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

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

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

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

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

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-019-19
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Dates:	10/11/2019 - 10/13/2019	Hours:	Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7.00 Child 11 & Under: Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	10/09/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	10/09/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	10/09/2019 08:00 AM - 08:00 PM	Move In	987.50
Thursday			
Costa Mesa Building (#10)	10/10/2019 08:00 AM - 08:00 PM	Move In	2,187.50
¼ Main Mall	10/10/2019 08:00 AM - 08:00 PM	Move In	206.25
Santa Ana Pavilion (Parade of Products)	10/10/2019 08:00 AM - 08:00 PM	Move In	987.50
Friday			
Costa Mesa Building (#10)	10/11/2019 12:00 PM - 06:00 PM	Event	4,375.00
¼ Main Mall	10/11/2019 12:00 PM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	10/11/2019 12:00 PM - 06:00 PM	Event	1,975.00
Saturday			
Costa Mesa Building (#10)	10/12/2019 10:00 AM - 06:00 PM	Event	4,375.00
¼ Main Mall	10/12/2019 10:00 AM - 06:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	10/12/2019 10:00 AM - 06:00 PM	Event	1,975.00
Sunday			
Costa Mesa Building (#10)	10/13/2019 10:00 AM - 05:00 PM	Event	4,375.00
¼ Main Mall	10/13/2019 10:00 AM - 05:00 PM	Event	412.50
Santa Ana Pavilion (Parade of Products)	10/13/2019 10:00 AM - 05:00 PM	Event	1,975.00
Monday			
Costa Mesa Building (#10)	10/14/2019 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	10/14/2019 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/14/2019 08:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 11:59 PM Monday - October 14, 2019 to avoid additional charges. **Total: 27,050.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	09/21/2019 - 10/13/2019	4.00 WK	Included	Included
Portable Electronic Message Board	10/11/2019 - 10/13/2019	2.00 EA	75.00 DAY	450.00
Public Address System (Per Building)	10/10/2019 - 10/13/2019	2.00 EA	75.00 DAY	600.00
Scissor Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/ Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,745.00

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	23.00	HR	184.00
Electrician	Estimate 8 Hours	8.00	HR	57.50	HR	460.00
Event Day						
Grounds Attendant Lead	10/11/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/11/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	10/11/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	10/12/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/12/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Janitorial Attendant	10/12/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Grounds Attendant Lead	10/13/2019 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	10/13/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Janitorial Attendant	10/13/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Electrician	Estimate 7 Hours	7.00	HR	57.50	HR	402.50
<u>Event Sales & Services</u>						
Event Coordinator	10/11/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	10/12/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	10/13/2019 09:00 AM - 05:00 PM	1.00	EA	47.00	HR	376.00
<u>Parking</u>						
Parking Attendant Lead	10/10/2019 10:00 AM - 07:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	10/10/2019 10:00 AM - 07:00 PM	2.00	EA	23.00	HR	414.00
<u>Safety & Security</u>						
Security Attendant	10/10/2019 10:00 AM - 06:00 PM	3.00	EA	23.00	HR	552.00
Security Attendant - Overnight	10/10/2019 06:00 PM - 10/11/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	10/11/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Security Attendant - Daytime	10/11/2019 07:00 AM - 12:00 PM	1.00	EA	23.00	HR	115.00
Security Attendant - Overnight	10/11/2019 06:00 PM - 10/12/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant - Daytime	10/12/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant - Overnight	10/12/2019 06:00 PM - 10/13/2019 07:00 AM	2.00	EA	23.00	HR	598.00
Security Attendant	10/13/2019 10:00 AM - 06:00 PM	1.00	EA	23.00	HR	184.00
Security Attendant	10/13/2019 04:00 PM - 08:00 PM	4.00	EA	23.00	HR	368.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	10/11/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	10/12/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	10/13/2019 09:30 AM - 05:30 PM	2.00	EA	24.00	HR	384.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						12,851.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$27,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,596.00
Refundable Deposit	\$800.00
Grand Total:	\$50,446.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/09/2019	\$25,223.00
Second Payment	09/09/2019	\$25,223.00
	Total:	\$50,446.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

February 20 - 21, 2019

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

See Exhibit A

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

Fight Club OC

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

\$14,159.50

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

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

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

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

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

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

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

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

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

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

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

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-028-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	02/21/2019	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 9:30PM
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/20/2019 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	02/21/2019 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 EA	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift (Suites)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Forklift (Bleachers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Internet Line	As Needed Per Request	TBD EA	50.00 DAY	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	02/15/2019 - 02/21/2019	1.00 EA	Included	Included
Portable Electronic Message Board	02/21/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	02/21/2019	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				6,583.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	02/21/2019 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	02/21/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Janitorial Attendant	02/21/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Electrician	02/21/2019 05:30 PM - 09:30 PM	1.00 EA	57.50 HR	230.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	02/21/2019 05:30 PM - 09:30 PM	1.00	EA	47.00	HR	188.00
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
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Safety & Security

Security Attendant Lead	02/21/2019 06:15 PM - 10:15 PM	1.00	EA	30.00	HR	120.00
Security Attendant	02/21/2019 04:30 PM - 08:30 PM	2.00	EA	23.00	HR	184.00
Security Attendant	02/21/2019 06:15 PM - 10:15 PM	3.00	EA	23.00	HR	276.00

Technology

Technology Attendant	Estimate 1 Hours	1.00	HR	47.00	HR	47.00
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Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 4,576.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,159.50
Refundable Deposit	\$500.00

Grand Total: \$14,159.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/06/2019	\$7,079.75
Second Payment (Balance)	02/20/2019	\$7,079.75

Total: \$14,159.50

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2019 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT A

Event Information

CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes.

Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

April 3 - 4, 2019

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

See Exhibit A

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

Fight Club OC

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

\$14,159.50

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

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

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

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

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

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

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

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

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

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

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

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-029-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	04/04/2019	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 9:30PM
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	04/03/2019 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	04/04/2019 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 EA	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift (Suites)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Forklift (Bleachers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Internet Line	As Needed Per Request	TBD EA	50.00 DAY	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	03/29/2019 - 04/04/2019	1.00 EA	Included	Included
Portable Electronic Message Board	04/04/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	04/04/2019	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
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Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				6,583.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	04/04/2019 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$11,159.50
Refundable Deposit	\$500.00

Grand Total: \$14,159.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/20/2019	\$7,079.75
Second Payment (Balance)	04/03/2019	\$7,079.75
Total:		\$14,159.50

Please Remit Payment in *Check Only*

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

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EXHIBIT A

Event Information

CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

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Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

June 12 - 13, 2019

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

See Exhibit A

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

Fight Club OC

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

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

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

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

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-030-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	06/13/2019	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 9:30PM
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	06/12/2019 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	06/13/2019 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 EA	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
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Forklift (Bleachers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Internet Line	As Needed Per Request	TBD EA	50.00 DAY	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	06/07/2019 - 06/13/2019	1.00 EA	Included	Included
Portable Electronic Message Board	06/13/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	06/13/2019	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				6,583.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	06/13/2019 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	06/13/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Janitorial Attendant	06/13/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Electrician	06/13/2019 05:30 PM - 09:30 PM	1.00 EA	57.50 HR	230.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	06/13/2019 05:30 PM - 09:30 PM	1.00	EA	47.00	HR	188.00
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
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Safety & Security

Security Attendant Lead	06/13/2019 06:15 PM - 10:15 PM	1.00	EA	30.00	HR	120.00
Security Attendant	06/13/2019 04:30 PM - 08:30 PM	2.00	EA	23.00	HR	184.00
Security Attendant	06/13/2019 06:15 PM - 10:15 PM	3.00	EA	23.00	HR	276.00

Technology

Technology Attendant	Estimate 1 Hours	1.00	HR	47.00	HR	47.00
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Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 4,576.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,159.50
Refundable Deposit	\$500.00

Grand Total: \$14,159.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/29/2019	\$7,079.75
Second Payment (Balance)	06/12/2019	\$7,079.75

Total: \$14,159.50

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2019 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT A

Event Information

CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes.

Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

August 21 - 22, 2019

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

See Exhibit A

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

Fight Club OC

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

\$14,159.50

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

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

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

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

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

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

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

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

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

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

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

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-031-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	08/22/2019	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 9:30PM
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	08/21/2019 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	08/22/2019 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 EA	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift (Suites)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Forklift (Bleachers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Internet Line	As Needed Per Request	TBD EA	50.00 DAY	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	08/16/2019 - 08/22/2019	1.00 EA	Included	Included
Portable Electronic Message Board	08/22/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	08/22/2019	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				6,583.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	08/22/2019 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	08/22/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Janitorial Attendant	08/22/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Electrician	08/22/2019 05:30 PM - 09:30 PM	1.00 EA	57.50 HR	230.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	08/22/2019 05:30 PM - 09:30 PM	1.00	EA	47.00	HR	188.00
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
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Safety & Security

Security Attendant Lead	08/22/2019 06:15 PM - 10:15 PM	1.00	EA	30.00	HR	120.00
Security Attendant	08/22/2019 04:30 PM - 08:30 PM	2.00	EA	23.00	HR	184.00
Security Attendant	08/22/2019 06:15 PM - 10:15 PM	3.00	EA	23.00	HR	276.00

Technology

Technology Attendant	Estimate 1 Hours	1.00	HR	47.00	HR	47.00
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Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 4,576.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,159.50
Refundable Deposit	\$500.00

Grand Total: \$14,159.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/07/2019	\$7,079.75
Second Payment (Balance)	08/21/2019	\$7,079.75

Total: \$14,159.50

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2019 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT A

Event Information

CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes.

Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

October 9 - 10, 2019

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

See Exhibit A

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

Fight Club OC

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

\$14,159.50

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

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

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

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

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

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

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

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

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

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

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

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-032-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	10/10/2019	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 9:30PM
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	10/09/2019 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	10/10/2019 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 EA	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift (Suites)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Forklift (Bleachers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Internet Line	As Needed Per Request	TBD EA	50.00 DAY	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	10/04/2019 - 10/10/2019	1.00 EA	Included	Included
Portable Electronic Message Board	10/10/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	10/10/2019	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				6,583.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	10/10/2019 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	10/10/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Janitorial Attendant	10/10/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Electrician	10/10/2019 05:30 PM - 09:30 PM	1.00 EA	57.50 HR	230.00
Clean Up				
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EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	10/10/2019 05:30 PM - 09:30 PM	1.00	EA	47.00	HR	188.00
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
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Safety & Security

Security Attendant Lead	10/10/2019 06:15 PM - 10:15 PM	1.00	EA	30.00	HR	120.00
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Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
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Total: 4,576.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,159.50
Refundable Deposit	\$500.00

Grand Total: \$14,159.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/25/2019	\$7,079.75
Second Payment (Balance)	10/09/2019	\$7,079.75

Total: \$14,159.50

Please Remit Payment in *Check Only*

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

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EXHIBIT A

Event Information

CHAIRS

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COMPLIMENTARY PARKING PASSES

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Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

December 4 - 5, 2019

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

See Exhibit A

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

Fight Club OC

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

\$14,159.50

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

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

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

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

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

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

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

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

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

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

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

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

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

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-033-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	12/05/2019	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 9:30PM
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	12/04/2019 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	12/05/2019 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 EA	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift (Suites)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Forklift (Bleachers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Internet Line	As Needed Per Request	TBD EA	50.00 DAY	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	11/29/2019 - 12/05/2019	1.00 EA	Included	Included
Portable Electronic Message Board	12/05/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	12/05/2019	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				6,583.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	12/05/2019 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	12/05/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Janitorial Attendant	12/05/2019 05:30 PM - 09:30 PM	2.00 EA	23.00 HR	184.00
Electrician	12/05/2019 05:30 PM - 09:30 PM	1.00 EA	57.50 HR	230.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	12/05/2019 05:30 PM - 09:30 PM	1.00	EA	47.00	HR	188.00
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
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Safety & Security

Security Attendant Lead	12/05/2019 06:15 PM - 10:15 PM	1.00	EA	30.00	HR	120.00
Security Attendant	12/05/2019 04:30 PM - 08:30 PM	2.00	EA	23.00	HR	184.00
Security Attendant	12/05/2019 06:15 PM - 10:15 PM	3.00	EA	23.00	HR	276.00

Technology

Technology Attendant	Estimate 1 Hours	1.00	HR	47.00	HR	47.00
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Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 4,576.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,159.50
Refundable Deposit	\$500.00

Grand Total: \$14,159.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/20/2019	\$7,079.75
Second Payment (Balance)	12/04/2019	\$7,079.75
Total:		\$14,159.50

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2019 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

EXHIBIT A

Event Information

CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes.

Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Let's Do Business Events** hereinafter, called the Rentor

WITNESSETH:

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

March 27 - 28, 2019

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

See Exhibit A

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

Orange County's Largest Mixer

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

\$2,681.25 = In-Kind Trade
\$6,944.50 = Payment

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

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

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

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

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

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

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

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

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

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

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

Let's Do Business Events
10170 West Tropicana Avenue #156-429
Las Vegas, NV 89147-8465

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

By _____ Date: _____

By _____ Date: _____

Title: Steve Bernhardt, Owner

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

EXHIBIT A

Event Information

Event Name:	Orange County's Largest Mixer	Contract No:	R-041-19
Contact Person:	Steve Bernhardt	Phone:	(702) 690-9718
Event Date:	03/28/2019	Hours:	4:00 PM - 8:00 PM

Admission Price: Adult: \$20.00

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	03/27/2019 03:00 PM - 10:00 PM	Move In In-Kind Trade:	893.75*
Thursday			
The Hangar	03/28/2019 04:00 PM - 08:00 PM	Event In-Kind Trade:	1,787.50*
The Hangar	03/28/2019 04:00 PM - 08:00 PM	Event	1,787.50

*In-Kind Trade Facility Total = \$2,681.25

*See In-Kind Trade details under payment schedule (includes facility rental at ½ rate on Event Day)

Move out must be completed by 11:59 PM on Thursday - March 28, 2019 to avoid additional charges. Total: 1,878.50

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD EA	150.00 DAY	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Concrete Base	TBD	TBD EA	75.00 EA	TBD
Dumpster	Estimate 12	12.00 EA	18.00 EA	216.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	450.00 EVT	450.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	03/22/2019 - 03/28/2019	1.00 WK	Included	Included
Portable Electronic Message Board	03/28/2019	2.00 EA	75.00 DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Total:				1,191.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Event Day				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Electrician	TBD	TBD HR	57.50 HR	TBD
Grounds Attendant Lead	03/28/2019 03:00 PM - 08:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	03/28/2019 03:00 PM - 08:30 PM	2.00 EA	23.00 HR	253.00
Janitorial Attendant	03/28/2019 03:00 PM - 08:30 PM	2.00 EA	23.00 HR	253.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	23.00 HR	276.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Electrician	TBD	TBD HR	57.50 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	03/28/2019 03:00 PM - 08:30 PM	1.00 EA	47.00 HR	258.50
<u>Parking</u>				
Parking Attendant Lead	03/28/2019 10:00 AM - 02:00 PM	1.00 EA	30.00 HR	120.00
Parking Attendant	03/28/2019 10:00 AM - 02:00 PM	2.00 EA	23.00 HR	184.00

EXHIBIT A

Event Information

<u>Safety & Security</u>							
Security Attendant	03/28/2019 03:30 PM - 08:30 PM	2.00	EA	23.00	HR		230.00
<u>Technology</u>							
Technology Attendant	TBD	TBD	HR	47.00	HR		TBD
<u>Outside Services</u>							
Emergency Medical Services	03/28/2019 03:30 PM - 08:30 PM	2.00	EA	24.00	HR		240.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR		394.50
Total:							2,966.00

Summary

OCFEC In-Kind Trade		
Facility Rental Total		\$2,681.25
In-Kind Trade Total:		\$2,681.25
Let's Do Business Events		
Facility Rental Total		\$1,787.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$4,157.00
Refundable Deposit		\$1,000.00
Grand Total:		\$6,944.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,000.00
Second Payment	01/26/2019	\$2,972.25
Third Payment	02/27/2019	\$2,972.25
Total:		\$6,944.50

Please Remit Payment in *Check Only*

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

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

OCFEC In-Kind Trade:

Facility Rental Total	\$2,681.25
In-Kind Trade Total:	\$2,681.25

In exchange for above outlined \$2,681.25 In-Kind Trade, it has been mutually agreed that Let's Do Business Events. will provide trade to OCFEC as follows:

EXHIBIT A

Event Information

Time of event opportunities:

1. 10' x 8' booth space at Orange County's Largest Mixer
2. Ten (10) tickets to Orange County's Largest Mixer
3. One (1) dedicated e-blast and website event directory inclusion
4. OC Fair logo with 2019 Fair dates on Orange County's Largest Mixer event guide
5. OC Fair logo with 2019 Fair dates on Los Angeles Largest Mixer event guide

Advertising Inclusion

1. Banner ad on Orange County's Largest Mixer digital flyer, sent to promote to members of chambers and business organizations
2. Dedicated OCFEC blog post with a link and logo on the Orange County's Largest Mixer website
3. Three (3) dedicated OCFEC e-mail blasts to the Orange County's Largest Mixer database including Event Spotlight blogs on BusinessMixers.com
4. OCFEC will be identified as an Orange County's Largest Mixer sponsor on the Orange County's Largest Mixer dedicated page and homepage
5. Minimum of four (4) banner ads on the Orange County's Largest Mixer e-blasts to our OC database

Official event location "OC Fair & Event Center" inclusion/presentation in all following advertising mediums:

1. El Aviso: Print Ads
2. ESPN Radio: Radio Ads
3. KRLA: Radio Ads
4. KDOC TV: TV Ads
5. Newport Independent: Newspaper Ads
6. Thirty (30) Orange County Area Chambers of Commerce --- OCFEC logo on event flyers sent to their members
7. Logo on Orange County's Largest Mixer event website
8. Mailing list of event attendees
9. Social Media Inclusion (Promotional Collaboration)
10. One (1) dedicated blog about OCFEC on www.largestmixer.com/news

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

By _____ Date: _____
Title: Steve Bernhardt, Event Director

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

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

January 4 - 5, 2019

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

See Exhibit A

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

Adcom Publishing Publishing Inc. - BrideWorld Expo

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

\$13,980.00

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

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

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

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

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

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

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

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

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

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

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

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

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

By_____Date:_____

By_____Date:_____

Title: Steve Berry, President

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

EXHIBIT A

Event Information

Event Name:	Adcom Publishing Publishing Inc. - BrideWorld Expo	Contract No:	R-043-19
Contact Person:	Steve Berry	Phone:	(714) 670-7800
Event Date:	01/05/2019	Hours:	10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 2,000

Facility Rental Fees

Facility and/or Area Fees	Date-	Activity	Actual
Friday			
Costa Mesa Building (#10)	01/04/2019 07:00 AM - 11:59 PM	Move In	1,487.50
Huntington Beach Building (#12)	01/04/2019 07:00 AM - 11:59 PM	Move In	1,137.50
Santa Ana Pavilion (Parade of Products)	01/04/2019 07:00 AM - 11:59 PM	Move In	No Charge
Saturday			
Costa Mesa Building (#10)	01/05/2019 10:00 AM - 04:00 PM	Event	2,975.00
Huntington Beach Building (#12)	01/05/2019 10:00 AM - 04:00 PM	Event	2,275.00
Santa Ana Pavilion (Parade of Products)	01/05/2019 10:00 AM - 04:00 PM	Event	No Charge

Move out must be completed by 11:59 PM on Saturday - January 5, 2019 to avoid additional charges. Total: 7,875.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 9	9.00 EA	25.00 EA	225.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board (7 Consecutive Days)	12/30/2018 - 01/05/2019	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops - Do Not Provide Message Boards	N/A EA	75.00 DAY	N/A
Scissor Lift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Stanchion	Estimate 10	10.00 EA	5.00 EA	50.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Total:				1,913.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	23.00 HR	69.00
Electrician	Estimate 4 Hours	4.00 HR	57.50 HR	230.00
Event Day				
Grounds Attendant Lead	01/05/2019 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/05/2019 08:00 AM - 04:00 PM	2.00 EA	23.00 HR	368.00
Janitorial Attendant	01/05/2019 08:00 AM - 04:00 PM	2.00 EA	23.00 HR	368.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Electrician	Estimate 3 Hours	3.00 HR	57.50 HR	172.50
Event Sales & Services				
Event Coordinator	01/05/2019 08:00 AM - 04:00 PM	1.00 EA	47.00 HR	376.00
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Outside Services				
Emergency Medical Services	01/05/2019 09:30 AM - 04:30 PM	2.00 EA	24.00 HR	336.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Total:				3,392.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$7,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,305.00
Refundable Deposit	\$800.00
Grand Total:	\$13,980.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/05/2018	\$6,990.00
Second Payment	12/05/2018	\$6,990.00
	Total:	\$13,980.00

Please Remit Payment in *Check Only*

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

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

FACILITY RENTAL FEE

2019 facility rental rates honored for the Anaheim Building (#16) and Los Alamitos Building (#14) due to the OCFEC request to relocate buildings.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 15 - 17, 2019

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

See Exhibit A

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

Nissan Ride & Drive

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

\$16,078.00

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

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

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

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

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

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

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

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

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

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

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

Precision Dynamics
119 Seaboard Lane, Ste 414
Franklin, TN 37067

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

By _____ Date: _____

By _____ Date: _____

Title: Tammy Dostal, Manager, Logistics

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

EXHIBIT A

Event Information

Event Name:	Nissan Ride & Drive	Contract No:	R-049-19
Contact Person:	Tammy Dostal	Phone:	(602) 741-4743
Event Dates:	01/16/2019 - 01/17/2019	Hours:	8:00 AM - 5:00 PM
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	300

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Anaheim Building (#16)	01/15/2019 07:00 AM - 06:00 PM	Move In	1,137.50
Parking Lot I	01/15/2019 07:00 AM - 06:00 PM	Move In	975.00
Wednesday			
Anaheim Building (#16)	01/16/2019 08:00 AM - 05:00 PM	Event	2,275.00
Parking Lot I	01/16/2019 08:00 AM - 05:00 PM	Event	1,950.00
Thursday			
Anaheim Building (#16)	01/17/2019 08:00 AM - 05:00 PM	Event	2,275.00
Parking Lot I	01/17/2019 08:00 AM - 05:00 PM	Event	1,950.00

Move out must be completed by 11:59 PM Thursday - January 17, 2019 to avoid additional charges. **Total: 10,562.50**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD EA	250.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	1,050.00 EVT	1,050.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 EA	225.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:				1,329.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Event Day				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Electrician	TBD	TBD HR	57.50 HR	TBD
Grounds Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Electrician	TBD	TBD HR	57.50 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	Estimate 4 Hours	4.00 HR	47.00 HR	188.00
Event Coordinator	Estimate 4 Hours	4.00 HR	47.00 HR	188.00
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Total:				1,966.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$10,562.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,295.00
Parking Buyout (Based on 80 vehicles at \$9.00 per vehicle)	\$720.00
Refundable Deposit	\$1,500.00
Grand Total:	\$16,078.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/14/2018	\$16,078.00
	Total:	\$16,078.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RENTOR AGREES:

- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot G and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Rentor, construct a barrier around the perimeter of the driving portion of the event. Rentor will be responsible for all further necessary precautions in and around the event.

REVIEWED_____

DATE **January 4, 2019**

FAIRTIME

APPROVED_____

INTERIM

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RENTAL AGREEMENT

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

WITNESSETH:

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

February 21 - 25, 2019

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

See Exhibit A

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

The 42nd Annual OC Home & Garden Show

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

\$34,106.00

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

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

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

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

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

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

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

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

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

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

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

Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065

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

By_____Date:_____

By_____Date:_____

Title: Sylvia Andersen, Promoter

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

EXHIBIT A

Event Information

Event Name:	The 42nd Annual OC Home & Garden Show	Contract No:	R-050-19
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664
Event Dates:	02/22/2019 - 02/24/2019	Hours:	Friday: 12:00 PM - 8:00 PM Sunday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 5:00 PM

Admission Price: Adults: \$8.00 Senior: \$6.00 Military: \$6.00 Child (12 -): Free

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 3,000

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	02/21/2019 12:00 PM - 09:00 PM	Move In	1,137.50
Los Alamitos Building (#14)	02/21/2019 12:00 PM - 09:00 PM	Move In	1,487.50
Friday			
Anaheim Building (#16)	02/22/2019 12:00 PM - 08:00 PM	Event	2,275.00
Los Alamitos Building (#14)	02/22/2019 12:00 PM - 08:00 PM	Event	2,975.00
Saturday			
Anaheim Building (#16)	02/23/2019 10:00 AM - 06:00 PM	Event	2,275.00
Los Alamitos Building (#14)	02/23/2019 10:00 AM - 06:00 PM	Event	2,975.00
Sunday			
Anaheim Building (#16)	02/24/2019 10:00 AM - 05:00 PM	Event	2,275.00
Los Alamitos Building (#14)	02/24/2019 10:00 AM - 05:00 PM	Event	2,975.00
Monday			
Anaheim Building (#16)	02/25/2019 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	02/25/2019 06:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 12:00 PM on Monday - February 25, 2019 to avoid additional charges. **Total: 18,375.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD EA	250.00 DAY	TBD
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 2	2.00 EA	2.50 EA	5.00
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 8	8.00 EA	55.00 EA	440.00
Electrical Usage	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Folding Table (Rectangular)	Estimate 1	1.00 EA	15.00 EA	15.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	02/18/2019 - 02/24/2019	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	02/22/2019 - 02/24/2019	2.00 EA	75.00 DAY	450.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:				4,270.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	23.00 HR	115.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 4 Hours	4.00 HR	57.50 HR	230.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/22/2019 11:00 AM - 06:00 PM	1.00	EA	30.00	HR	210.00
Grounds Attendant	02/22/2019 11:00 AM - 06:00 PM	1.00	EA	23.00	HR	161.00
Janitorial Attendant	02/22/2019 11:00 AM - 06:00 PM	2.00	EA	23.00	HR	322.00
Electrician	02/22/2019 11:00 AM - 06:00 PM	1.00	EA	57.50	HR	402.50
Grounds Attendant Lead	02/23/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	02/23/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Janitorial Attendant	02/23/2019 09:00 AM - 06:00 PM	2.00	EA	23.00	HR	414.00
Electrician	02/23/2019 09:00 AM - 06:00 PM	1.00	EA	57.50	HR	517.50
Grounds Attendant Lead	02/24/2019 09:00 AM - 05:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	02/24/2019 09:00 AM - 05:00 PM	1.00	EA	23.00	HR	184.00
Janitorial Attendant	02/24/2019 09:00 AM - 05:00 PM	2.00	EA	23.00	HR	368.00
Electrician	02/24/2019 09:00 AM - 05:00 PM	1.00	EA	57.50	HR	460.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	23.00	HR	230.00
Janitorial Attendant	Estimate 7 Hours	7.00	HR	23.00	HR	161.00
Electrician	Estimate 3 Hours	3.00	HR	57.50	HR	172.50

Event Sales & Services

Event Coordinator	02/22/2019 11:00 AM - 06:00 PM	1.00	EA	47.00	HR	329.00
Event Coordinator	02/23/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	02/24/2019 09:00 AM - 05:00 PM	1.00	EA	47.00	HR	376.00

Parking

Parking Attendant Lead	02/21/2019 11:00 AM - 05:00 PM	1.00	EA	30.00	HR	900.00
Parking Attendant	02/21/2019 11:00 AM - 05:00 PM	2.00	EA	23.00	HR	1,380.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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Outside Services

Emergency Medical Services	02/22/2019 11:30 AM - 06:30 PM	2.00	EA	24.00	HR	336.00
Emergency Medical Services	02/23/2019 09:30 AM - 06:30 PM	2.00	EA	24.00	HR	432.00
Emergency Medical Services	02/24/2019 09:30 AM - 05:30 PM	2.00	EA	24.00	HR	384.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 9,961.00

Summary

Facility Rental Total	\$18,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,231.00
Refundable Deposit	\$1,500.00

Grand Total: \$34,106.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/30/2018	\$11,254.98
Second Payment	12/23/2018	\$11,254.98
Third Payment	01/22/2019	\$11,596.04

Total: \$34,106.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

CANNABIS EVENTS

OC Fair & Event Center (OCFEC) does not currently book any cannabis-related events. This policy also extends to existing events at OCFEC. OCFEC does not permit vendors, booths, exhibits, displays, signage, etc. from cannabis dispensaries or third-parties that sell cannabis-related products as part of any event. Event sponsors, vendors and/or exhibitors may not distribute, sell or promote cannabis products or drug paraphernalia during any event at OCFEC.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PAYMENTS

Ultimate Trade Shows & Events, Inc. agrees to make on time payments as specified in above payment schedule.

REVIEWED _____

DATE **January 4, 2019**

FAIRTIME

APPROVED _____

INTERIM

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RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Rare Fruit Growers, O.C. Chapter** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2019 and ending December 31, 2019
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
California Rare Fruit Growers, O.C. Chapter Meetings
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$90.00 per month – Monthly Club Meeting
\$120.00 per additional meetings
- 5. Please see Exhibits “A” “B” “C” “E” and “F” which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

California Rare Fruit Growers, O.C. Chapter
3059 Shadypark Drive
Long Beach, CA 90808

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

By _____ Date _____

By _____ Date _____

Title: Martha Haber, President O.C. Chapter

Title: Michele Richards, V.P. Business Development

AGREEMENT: R-051-19
DATED: January 4, 2019
WITH: CA Rare Fruit Growers, O.C. Chapter
PHONE: (562) 421-0089

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2019 and ending December 31, 2019

BUILDING(S)/LOCATION(S):

Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2019 through December 31, 2019.
- **To conduct monthly meetings, as needed between January through December (excluding the months of April, June, July and August). Monthly CA Rare Fruit Growers meetings are scheduled from 7:00 PM to 10:00 PM but may begin as early as 6:30 PM. Teardown is to be concluded by 10:30 PM.**

January 19th Scion Exchange Event (*Millennium Barn*)

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of CA Rare Fruit Growers will access the property on Monday through Friday at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of CA Rare Fruit Growers can access the property at Gate 4 off of Arlington drive.
- That parking around the building is not permitted. Staff and members are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all CA Rare Fruit Growers supplies and equipment after each meeting. Renter understands that there is no storage space available for CA Rare Fruit Growers equipment.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit F for Silo layout*).
- That all trash generated by CA Rare Fruit Growers be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Security & Traffic Department at (714) 708-1588. Security & Traffic will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2019 through December 31, 2019.
- To pay \$90.00 per month for use of the Silo Building per club meeting.
- To provide staff, and maintain an educational display during entire duration of the annual OC Fair and Imaginology event.

32nd District (OCFEC) will provide:

- Tables and chairs
- Access to Centennial Farm Gate and Silo Building.
- Booth space in Centennial Farm area during the annual OC Fair.
- Parking access through Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$90.00 is due on or before January 4, 2019 to cover January meetings.

A \$25.00 late fee will be added if payment is not received by tenth (10th) day of applicable following calendar month.

Payment of \$90.00 is due 2 weeks prior to another meeting being scheduled.