

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

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-147-19	Pacific Symphony	Pacific Symphony - Hail to Heroes	Concert (CONC)	Heroes Hall, Heroes Hall Lawn, Pacific Ampitheatre, Park Plaza, Plaza Pacifica, Plaza Pacifica Lobby	09/07/19-09/09/19	48,911.00
R-154-19	Celebration Festivals	2019 Winter Fest OC	Festival (FST)	Anaheim Building (#16), Country Meadows, Crafters Village, Festival Field Asphalt, Huntington Beach Building (#12), Light Walk Route, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot A, The Hangar	12/09/19-01/08/20	555,310.21
R-160-19	Seasonal Adventures	Christmas Tree Lot	Other (OTH)	Parking Lot E	11/24/19-12/20/19	19,397.00
R-161-19	Heritage Future	Orange County Placemaking Roadshow: Costa Mesa	Other (OTH)	Silo Patio	12/10/19	92.00
R-162-19	Celebration Festivals	Winter Fest Trailer Parking	Parking (PARK)	Parking Lot G	10/25/19-01/16/20	See Exhibit A
R-163-19	Orange County Employees Association	Veterans Day Celebration	Other (OTH)	Crafters Village, Heroes Hall, Park Plaza, Plaza Pacifica	11/08/19-11/09/19	13,185.50
R-164-19	Impulso Hispanic Inc.	Impulso Holiday Event	Party (PAR)	Baja Blues Restaurant	12/06/19	1,928.00
R-027-20	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	01/17/20-01/20/20	17,035.50
R-040-20	Tahiti Nui International	OC PolyFest	Competition/Tournament (COM)	Anaheim Building (#16), Baja Blues Grass, The Hangar	05/07/20-05/11/20	44,562.00
R-041-20	Rolling Antlers	Rolling Antlers - Trailer Rally	Camping/Trailer Rally (RAL)	Campground	01/10/20-01/12/20	0.00
R-042-20	First Class Events	Millikan High School Winter Formal	Prom/Formal (PRH)	The Hangar	05/15/20-05/17/20	15,410.00
RR-004-19	Assemblywoman Cottie Petrie-Norris	Inaugural Assembly District 74 Veterans Day Celebration	Other (OTH)	Heroes Hall Courtyard	11/01/19-11/01/19	344.00

REVIEWED \_\_\_\_\_

DATE **November 15, 2019**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**September 8 - 9, 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:

**Pacific Symphony - Hail to Heroes**

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

**\$48,911.00**

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.

**Pacific Symphony**  
**17620 Fitch Avenue, Ste. 100**  
**Irvine, CA 92614**

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

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

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

**Title: John Forsyte, President**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Pacific Symphony - Hail to Heroes	<b>Contract No:</b>	R-147-19
<b>Contact Person:</b>	Frank Terraglio	<b>Phone:</b>	(714) 876-2381
<b>Event Date:</b>	09/08/2019	<b>Hours:</b>	<b>Picnic:</b> 6:00 PM - 8:00 PM
		<b>Doors:</b>	6:00 PM
<b>Admission Price:</b>	TBD	<b>Event:</b>	8:00 PM - 10:00 PM
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	5,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Heroes Hall	09/08/2019 06:00 PM - 10:00 PM	Event	No Charge
Heroes Hall Lawn	09/08/2019 06:00 PM - 10:00 PM	Event	1,000.00*
Pacific Ampitheatre	09/08/2019 06:00 PM - 10:00 PM	Event	8,975.00*
Park Plaza	09/08/2019 06:00 PM - 10:00 PM	Event	1,450.00*
Plaza Pacifica	09/08/2019 06:00 PM - 10:00 PM	Event	1,450.00*
Plaza Pacifica Lobby	09/08/2019 06:00 PM - 10:00 PM	Event	1,000.00*

**Move out must be completed by 11:59 PM on Monday - September 9, 2019 to avoid additional charges.**

**\*Waived Facility Total: 13,875.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	Estimate 105	105.00 EA	15.00 EA	**Included
Barricade (Plastic)	Estimate 10	10.00 EA	15.00 EA	***150.00
Bench (Metal)	Estimate 18	18.00 EA	15.00 EA	**Included
Chair (Individual)	Estimate 185	185.00 EA	2.50 EA	**Included
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	**Included
Electrical Usage	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 50 Hours	50.00 HR	75.00 EA	**Included
Man Lift	Estimate 30 Hours	30.00 HR	75.00 EA	**Included
Marquee Board	09/02/2019 - 09/08/2019	1.00 WK	Included	**Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	***25.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	09/08/2019	1.00 EA	150.00 EA	***150.00
Portable Electronic Message Board	09/08/2019	2.00 EA	75.00 DAY	150.00
Stanchion	Estimate 40	40.00 EA	5.00 EA	**Included
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 EA	450.00

**\*\*Due to back to back Symphony events, equipment fees are included in R-063-19 agreement.**

**\*\*\*Additional equipment to support Hail to Heroes show will be charged to Pacific Symphony.**

**Total: 3,375.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Admissions/Parking Sales</u></b>				
Admissions Office	09/08/2019 03:00 PM - 11:00 PM	1.00 EA	23.00 HR	184.00
Money Room Attendant	09/08/2019 03:00 PM - 11:00 PM	1.00 EA	26.00 HR	208.00
Ticket Seller Lead	09/08/2019 03:00 PM - 09:00 PM	1.00 EA	30.00 HR	180.00
Ticket Taker Lead	09/08/2019 04:00 PM - 09:30 PM	1.00 EA	30.00 HR	165.00
Ticket Seller	09/08/2019 03:00 PM - 09:00 PM	6.00 EA	23.00 HR	828.00
Ticket Taker	09/08/2019 04:00 PM - 09:30 PM	14.00 EA	23.00 HR	1,771.00
<b><u>Event Operations</u></b>				
<b><u>Set Up</u></b>				
Grounds Attendant	Estimate 20 Hours	20.00 HR	23.00 HR	460.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
<b><u>Event Day</u></b>				
Grounds Attendant Lead	09/08/2019 05:00 PM - 11:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	09/08/2019 05:00 PM - 11:00 PM	4.00 EA	23.00 HR	552.00
Grounds Attendant (Picnic)	09/08/2019 04:30 PM - 08:30 PM	2.00 EA	23.00 HR	184.00
Janitorial Attendant Lead	09/08/2019 05:00 PM - 11:00 PM	1.00 EA	30.00 HR	180.00

# EXHIBIT A

## Event Information

Janitorial Attendant (Picnic)	09/08/2019 04:30 PM - 08:30 PM	5.00	EA	23.00	HR	460.00
Janitorial Attendant (Backstage)	09/08/2019 08:00 AM - 05:00 PM	1.00	EA	23.00	HR	207.00
Janitorial Attendant	09/08/2019 05:00 PM - 11:00 PM	10.00	EA	23.00	HR	1,380.00
Electrician	09/08/2019 05:00 PM - 11:00 PM	1.00	EA	57.50	HR	345.00

### **Clean Up**

Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant (Banners)	Estimate 14 Hours	14.00	HR	23.00	HR	322.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	23.00	HR	920.00
Janitorial Attendant	Estimate 21 Hours	21.00	HR	23.00	HR	483.00
Electrician	Estimate 2 Hours	2.00	HR	57.50	HR	115.00

### **Event Sales & Services**

Event Coordinator	09/08/2019 12:00 PM - 10:00 PM	1.00	EA	47.00	HR	470.00
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### **Parking**

Parking Attendant Lead	Estimate 30 Hours	30.00	HR	30.00	EA	900.00
Parking Attendant	Estimate 60 Hours	60.00	HR	23.00	EA	1,380.00

### **Safety & Security**

Security Attendant - Overnight	09/07/2019 10:30 PM - 09/08/2019 08:00 AM	1.00	EA	23.00	HR	218.50
Security Attendant (Heroes Hall)	09/08/2019 04:30 PM - 07:00 PM	2.00	EA	23.00	HR	115.00
Security Attendant Lead (Picnic)	09/08/2019 04:30 PM - 11:00 PM	1.00	EA	30.00	HR	195.00
Security Attendant (Picnic)	09/08/2019 04:30 PM - 08:30 PM	4.00	EA	23.00	HR	368.00
Security Attendant Lead	09/08/2019 05:00 PM - 11:00 PM	2.00	EA	30.00	HR	360.00
Security Attendant	09/08/2019 05:00 PM - 11:00 PM	26.00	EA	23.00	HR	3,588.00
Security Attendant - Overnight	09/08/2019 10:30 PM - 09/09/2019 08:00 AM	1.00	EA	23.00	HR	218.50

### **Ushers**

Usher Attendant Lead****	09/08/2019 05:00 PM - 11:00 PM	3.00	EA	27.00	HR	486.00
Usher Attendant****	09/08/2019 05:00 PM - 11:00 PM	55.00	EA	24.00	HR	7,920.00

\*\*\*\*Outside contractor charges may vary based on applicable rates.

Usher staffing requirements are subject to change at the discretion of the OCFEC Safety & Traffic Department.

### **Outside Services**

Emergency Medical Services	09/08/2019 05:30 PM - 11:00 PM	4.00	EA	24.00	HR	528.00
Fencing For Perimeter	Estimate Only	1.00	EA	2,900.00	EVT	Included
Local 504 Union Costs	To Be Paid Directly to Local 504	TBD	EA	TBD	EVT	TBD
Rigging Setup & Teardown	Estimate Only	1.00	EA	1,000.00	EVT	Included
Sound Engineer	09/08/2019	1.00	EA	750.00	DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	TBD	HR	263.00	HR	TBD
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,500.00	EVT	4,500.00

**Total: 31,536.00**

## Summary

### **OCFEC Waived Facility Rental**

Facility Rental Total	\$13,875.00
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**Waived Grand Total: \$13,875.00**

### **Pacific Symphony**

Estimated Equipment, Reimbursable Personnel and Services Total	\$34,911.00
Parking Buyout	\$10,000.00
Refundable Deposit	\$4,000.00

**Grand Total: \$48,911.00**

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$48,911.00
	<b>Total:</b>	<b>\$48,911.00</b>

Please Remit Payment in \*Check Only\*

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

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

**Additional Marketing, Advertising and Signage includes the following;**

- Logo inclusion on direct mail postcard
- Log inclusion, Heroes Hall information and event location on event flyer
- Logo inclusion and event location in Orange County Business Journal print ads
- Logo inclusion and event location in OC Register print ads

# EXHIBIT A

## Event Information

### Summary

- This rental agreement is between the Pacific Symphony, a California not-for-profit corporation (“Symphony”) and the 32<sup>nd</sup> District Agricultural Association, a California state agency, dba the OC Fair & Event Center (“District”) and includes two (2) years with three (3) options to renew.
- Symphony will rent the Pacific Amphitheatre and specific surrounding areas defined in Exhibit A of this rental agreement at no cost for the performance of concert events, including move-in, rehearsals and load-out.
- District may at its sole and absolute discretion provide rent of the Pacific Amphitheatre from time to time at no charge to Symphony for education programs or training.
- Symphony will rent the Pacific Amphitheatre from District at no cost on July 4<sup>th</sup> of each year of this agreement and up to three (3) other reasonably evenly spaced weekends or weekday dates (subject to availability) during each summer season, excluding the annual OC Fair dates and excluding the “blackout” period between July 5 and the last day of the annual OC Fair.
- Guest tickets for pre-fair concerts will include fair admission.
- The first year of this agreement includes the following performance dates. Dates for subsequent years of the agreement will be determined on an annual basis at the sole discretion of District according to venue availability.
  - Thursday, July 4, 2019
  - Saturday, August 17, 2019
  - Saturday, September 7, 2019
  - Thursday, July 11, 2019 – co-produced concert
- The number of Symphony concerts produced will be mutually agreed upon by Symphony and District, and the final schedule will be published no later than January 31 of each year of the agreement.
- Each concert will include one (1) full day for move-in, one (1) full day for rehearsal, one (1) full day for performance of each concert date, and a mutually agreed upon time for tear-down.
- Concerts during option years will be scheduled twelve (12) months prior to the beginning of a summer season (June 15 - July 4) and confirmed in writing by District no later than nine (9) months before the first concert.

### Co-Produced Concert

- The parties will attempt each year of the agreement to co-produce a concert as mutually agreed prior to the opening of or during the annual OC Fair pending availability.
- Symphony will provide an orchestra and conductor for the concert with the number of musicians required in accordance with the needs of the concert.
- Symphony acquired sponsorship agreements must not interfere with District sponsor contracts and must be pre-approved by District prior to any final agreement.
- District will maintain full control over the Pacific Amphitheatre during the co-produced concert, including but not limited to the right to assign tickets to contracted VIP guests in accordance with its Sponsor contracts.
- For tickets sold through the Pacific Symphony subscription sales, Symphony will provide bar codes to Ticketmaster so tickets can be scanned on District owned ticket scanners.
- District and Symphony will mutually agree in advance on all revenue and expenses for the co-produced concert; mutually agree on actual expenses for each party to include musicians, production and marketing expenses; and equally share in the resulting profit or loss. District will provide a written pro forma for the co-produced concert in advance with all agreed upon forecasted revenue and expenses. District and Symphony will review parameters and agreements for the co-produced event on an annual basis by no later than January 1 of each year, and make adjustments as necessary.

### Term and Termination

- The initial term of this agreement will be for a two (2) seasons, commencing on April 13, 2018 and ending on September 10, 2019.
- The agreement will include three (3) one (1) year options to renew.
- Symphony is required to provide District with written notice of its intent to exercise the option no later than ninety (90) days before the end of the then-current term.
- Either party will have the ability to terminate this rental agreement in its sole discretion upon nine (9) months written notice to the other party.

# EXHIBIT A

## Event Information

### Picnicking

- Beginning two (2) hours prior to each Symphony-produced concert (excluding any co-produced concerts), District will provide designated areas on District property, outside of the Pacific Amphitheatre for patron picnicking. The location of picnicking is subject to change depending on other events/activities booked at the OC Fair & Event Center at the same time.
- Symphony subscribers will be offered early access of fifteen (15) minutes and first right to designated picnic space through an entrance near the District administration building.
- A subscriber is defined as a package buyer who buys multiple Symphony summer concerts (generally three (3) or more performances).
- District will provide, at no cost to Symphony and at its sole and absolute discretion, picnic tables as available in the designated picnic area. District and Symphony will mutually agree on the number of tables provided for each concert based on availability of tables.
- District will permit Symphony to set-up sound and simple staging for community ensembles to perform during the pre-concert activities which must be in compliance with District safety standards.
- Community ensemble performance locations must be pre-approved by District. Symphony will be responsible for all staging and production costs of such performances which must comply with District mandated sound ordinances outlined in this rental agreement.

### Personnel

- All costs and charges estimated in Exhibit A of this agreement, including charges for security and OC Sheriffs, ticket sellers and takers, grounds attendants, janitorial attendants, electrician, event coordinator, technology attendant, EMT services, venue cleaning and sound monitoring services will be paid for by Symphony at the District's current published rates for each year of the agreement.
- District will provide to Symphony a list of minimum security standards for each concert to include staffing and magnetometers.
- District agrees to provide a dedicated Front of House event coordinator for each concert at Symphony's expense.
- Symphony will be responsible for all production and production management costs associated with Symphony-produced concerts.
- District will provide parking sellers, parking attendants and traffic control personnel starting ninety (90) minutes prior to gates opening at no cost to Symphony.

### Parking

- District will provide at no charge to Symphony an agreed-upon number of parking spaces in close proximity to the Pacific Amphitheatre stage entrance for musicians, conductors, guest artists and administrative staff. District will issue parking hang tags for musicians, conductors, guest artists and administrative staff.
- Symphony will pay \$10,000.00 as a parking buy-out fee for each self-produced concert. Symphony may not upsell parking to guests. District and Symphony will assess the \$10,000.00 fee each year of the contract and make adjustments as mutually agreed upon depending on average attendance at each concert from the previous contract year.
- VIP guests of the Symphony will be instructed to enter through Gate 4 and check-in. Symphony will provide District with a list of Symphony VIP guests prior to gates opening for each performance, and Symphony will provide a Concierge to assist VIP guests at Gate 4.
- Subject to District's prior written approval, Symphony may arrange for valet parking service at Symphony's expense but may not upsell valet parking to guests.
- District and Symphony will mutually agree on a minimum number of parking staff for each concert.

### Sponsorships

- Subject to prior approval from District, which may be granted or withheld in District's sole and absolute discretion, Symphony may secure sponsorships for concerts in approved categories as long as such sponsorship arrangements do not interfere with current or future year-round contracts between District and its sponsors.
- Symphony vehicle sponsorship displays must be disassembled immediately after the last Symphony concert and before Opening Day of the annual OC Fair, and may not be reassembled until after the conclusion of the annual OC Fair.
- Product sampling type and locations must have prior written approval from District and must comply with District rules and regulations.



# EXHIBIT A

## Event Information

- District retains the right to display sponsor signage in connection with its summer concert series at the Pacific Amphitheatre during Symphony concerts.

### Backstage Offices and Facilities

- District will provide the use of existing production office facilities and on-stage dressing rooms and accommodations for Symphony performers.
- Any special accommodations requested by Symphony will be evaluated by District and may result in additional costs to Symphony.
- Backstage catering will be selected and paid for by Symphony. Symphony agrees that it will first negotiate with Spectra, but is not bound to utilize Spectra for catering services.
- Symphony agrees that there is no on-site storage available for its use at the Pacific Amphitheatre or the OC Fair & Event Center.

### Fireworks

- The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during concerts. Symphony will be responsible for applying for and obtaining permits.
- All related expenses will be paid for by Symphony.
- Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by District.
- Permits must be submitted to District as a condition to final approval. District may decide in its sole and absolute discretion to refuse to permit the use of fireworks at any Symphony concert.

### Production

- Symphony may use its own sound vendor, Solotech, for all concerts with prior approval from District. The use of Symphony vendor cannot impede the District's ability to book its own performances. Load-in and load-out for both Symphony and District cannot cause the District to lose potential performance dates each year.
- In working with its sound vendor, Symphony may not interfere with District lighting, sound or video contractors.
- Symphony will pay for all production related services (video, lighting, sound, production management, etc.), whether from District contractors or those selected by Symphony for all Symphony produced concerts.
- Any additional production equipment or upgraded equipment requested by Symphony for either Symphony produced concerts or co-produced concerts will be paid for by Symphony.
- Symphony agrees to use the District's production contractor for the co-produced concert.
- Symphony shall negotiate in good faith directly with IATSE Local 504 for labor rates and payment provisions as applicable. Symphony may use its own stage management team for any or all Symphony concerts, provided one District staff member or District designated contractor shall be on-site for each concert at Symphony's expense. District staff member or District designated contractor will have a lead role over Symphony stage management team.
- Symphony agrees to comply with all mandated sound ordinances as detailed in attached Exhibit E.

### Marketing, Advertising and Signage

- During the customary promotional window, District will include appropriate references to Symphony and its concert dates in its calendar listings, emails, eblasts and other electronic marketing and advertising materials, provided, however, the foregoing shall not apply to broadcast media advertising paid by District for the annual OC Fair, or to the extent prohibited by District sponsor contracts.
- Symphony will promote the District summer concert series in reciprocal amount in subscriber packets and provide additional cross promotion of the annual OC Fair in other Symphony materials. District will provide artwork for cross promotional materials.
- District will provide at least two (2) banners ads in scheduled eblasts prior to the start of the Symphony concert season. Symphony will be responsible for providing artwork which must be approved by District. In addition, District will provide one eblast banner listing per concert to Symphony.
- District, in its sole and absolute discretion, may include Symphony approved signage and images on Pacific Amphitheatre's main electronic marquee as well as electronic corner reader boards at times and for durations agreed upon by Symphony and District.
- District will provide, at no cost to Symphony, a dedicated promotional space and agreed upon signage during the annual OC Fair to be staffed by Symphony for the purpose of providing information for the summer concert series and about the Symphony's artistic and educational programming.
- Space must be fully staffed by Symphony during all mutually agreed upon days and hours.

# EXHIBIT A

## Event Information

- Symphony agrees to follow all requirements related to Symphony's space during the annual OC Fair listed in the District's Commercial & Concessions Handbook.

### Spaces for Information and Merchandise Sales

- District will provide reasonable physical enclosed spaces for a secure Box Office, Information Booths, Tickets Sales and Collections, Merchandise and Food Sales, and distribution of educational promotional materials during Symphony concerts.
- Symphony will be responsible for all costs of providing materials, staff and volunteers necessary to staff these locations.
- Tents, chairs, tables and other equipment necessary for such spaces will be covered by Symphony.

### Ticket Sales

- Symphony may sell and distribute concert tickets to its sponsors, donors and season ticket holders, and sell single concert tickets through the Tessitura System and grant Ticketmaster a consignment right to sell other concert tickets, provided the mechanics of such sales systems operate within the existing District Box Office facilities.
- Symphony agrees to pay any resulting costs associated with Ticketmaster to support Symphony sales through Tessitura.

### Catering

- Subject to Spectra's prior written approval on a year-to-year basis, Symphony may allow patrons to bring in their own food and non-alcoholic beverages (with the exception of wine) to Symphony-produced concerts, or purchase food and non-alcoholic beverages from Symphony designated vendors, restaurants or caterers.
- Symphony may provide at its sole cost food and non-alcoholic beverages to VIP boxes with or without wait service.
- Symphony will pay a wine only corkage fee buy-out based on \$2.00 for 80% of tickets sold for each concert.
- All patrons bringing beverages into the seating area must do so in a plastic or soft-sided container. Any glass bottles must be decanted prior to entering the seating area.
- Spectra will provide for sale to patrons a souvenir plastic decanter or patrons may bring their own. No glass of any kind, including bottles and wine glasses, will be permitted into the Pacific Amphitheatre seating area.
- Spectra will maintain its liquor license for the sale of wine, beer and alcohol.

REVIEWED \_\_\_\_\_

DATE

November 15, 2019

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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 9, 2019 - January 8, 2020**

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:

**2019 Winter Fest OC**

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

**\$555,310.21**

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.

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Tony Guadagno, Owner**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Michele A. Richards, Interim Chief Executive Officer**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Mark Entner, CEO**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	2019 Winter Fest OC	<b>Contract No:</b>	R-154-19
<b>Contact Person:</b>	Tony Guadagno	<b>Phone:</b>	(657) 333-2520
<b>Event Date:</b>	12/18/2019 - 01/05/2020	<b>Hours:</b>	Monday - Thursday: 2:00 PM - 10:00 PM
	<u>Special Hours</u>		Friday: 2:00 PM - 11:00 PM
	December 18: 5:00 PM - 9:00 PM		Saturday: 12:00 PM - 11:00 PM
	December 19: 4:00 PM - 10:00 PM		Sunday: 12:00 PM - 10:00 PM
	December 24: 11:00 AM - 6:00 PM		
	December 25: 11:00 AM - 10:00 PM		
	December 31: 2:00 PM - 1:00 AM		
	January 1: 12:00 PM - 10:00 PM		

<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	25,000
<b>Vehicle Parking Fee:</b>	\$9.00 General Parking; \$10.00 General Parking		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Main Mall	12/09/2019 07:00 AM - 10:00 PM	Move In	No Charge
<b>Tuesday</b>			
Main Mall	12/10/2019 07:00 AM - 10:00 PM	Move In	No Charge
<b>Wednesday</b>			
Main Mall	12/11/2019 07:00 AM - 10:00 PM	Move In	No Charge
<b>Thursday</b>			
Main Mall	12/12/2019 07:00 AM - 10:00 PM	Move In	No Charge
OC Promenade (Span)	12/12/2019 07:00 AM - 10:00 PM	Move In	No Charge
<b>Friday</b>			
Main Mall	12/13/2019 07:00 AM - 10:00 PM	Move In	No Charge
OC Promenade (Span)	12/13/2019 07:00 AM - 10:00 PM	Move In	No Charge
<b>Saturday</b>			
½ Festival Field Asphalt	12/14/2019 07:00 AM - 10:00 PM	Move In	862.50
Main Mall	12/14/2019 07:00 AM - 10:00 PM	Move In	825.00
OC Promenade (Span)	12/14/2019 07:00 AM - 10:00 PM	Move In	1,137.50
<b>Sunday</b>			
Anaheim Building (#16)	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Country Meadows (Light Walk Route)	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Crafters Village (Light Walk Route)	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
½ Festival Field Asphalt	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Light Walk Route	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Los Alamitos Building (#14)	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Main Mall	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
OC Promenade (Span)	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Park Plaza (Light Walk Route)	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
Parking Lot A	12/15/2019 07:00 AM - 10:00 PM	Move In	No Charge
<b>Monday</b>			
Anaheim Building (#16)	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Country Meadows (Light Walk Route)	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Crafters Village (Light Walk Route)	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
½ Festival Field Asphalt	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Light Walk Route	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Los Alamitos Building (#14)	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Main Mall	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
OC Promenade (Span)	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Park Plaza (Light Walk Route)	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
Parking Lot A	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge
The Hangar	12/16/2019 07:00 AM - 10:00 PM	Move In	No Charge

# EXHIBIT A

## Event Information

### Tuesday

Anaheim Building (#16)	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Country Meadows (Light Walk Route)	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Crafters Village (Light Walk Route)	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
½ Festival Field Asphalt	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Light Walk Route	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Los Alamitos Building (#14)	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Main Mall	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
OC Promenade (Span)	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Park Plaza (Light Walk Route)	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
Parking Lot A	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge
The Hangar	12/17/2019 07:00 AM - 10:00 PM	Move In	No Charge

### Wednesday

Anaheim Building (#16)	12/18/2019 05:00 PM - 09:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/18/2019 05:00 PM - 09:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/18/2019 05:00 PM - 09:00 PM	Event	No Charge
½ Festival Field Asphalt	12/18/2019 05:00 PM - 09:00 PM	Event	1,552.50
Light Walk Route	12/18/2019 05:00 PM - 09:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/18/2019 05:00 PM - 09:00 PM	Event	2,677.50
Main Mall	12/18/2019 05:00 PM - 09:00 PM	Event	1,485.00
OC Promenade (Span)	12/18/2019 05:00 PM - 09:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/18/2019 05:00 PM - 09:00 PM	Event	No Charge
Parking Lot A	12/18/2019 05:00 PM - 09:00 PM	Event	450.00
The Hangar	12/18/2019 05:00 PM - 09:00 PM	Event	3,217.50

### Thursday

Anaheim Building (#16)	12/19/2019 04:00 PM - 10:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/19/2019 04:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/19/2019 04:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/19/2019 04:00 PM - 10:00 PM	Event	1,552.50
Light Walk Route	12/19/2019 04:00 PM - 10:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/19/2019 04:00 PM - 10:00 PM	Event	2,677.50
Main Mall	12/19/2019 04:00 PM - 10:00 PM	Event	1,485.00
OC Promenade (Span)	12/19/2019 04:00 PM - 10:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/19/2019 04:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	12/19/2019 04:00 PM - 10:00 PM	Event	450.00
The Hangar	12/19/2019 04:00 PM - 10:00 PM	Event	3,217.50

### Friday

Anaheim Building (#16)	12/20/2019 02:00 PM - 11:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/20/2019 02:00 PM - 11:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/20/2019 02:00 PM - 11:00 PM	Event	No Charge
½ Festival Field Asphalt	12/20/2019 02:00 PM - 11:00 PM	Event	1,552.50
½ Huntington Beach Building (#12)	12/20/2019 12:00 PM - 05:00 PM	Move In	No Charge
½ Huntington Beach Building (#12)	12/20/2019 02:00 PM - 11:00 PM	Event	1,518.75
Light Walk Route	12/20/2019 02:00 PM - 11:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/20/2019 02:00 PM - 11:00 PM	Event	2,677.50
Main Mall	12/20/2019 02:00 PM - 11:00 PM	Event	1,485.00
OC Promenade (Span)	12/20/2019 02:00 PM - 11:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/20/2019 02:00 PM - 11:00 PM	Event	No Charge
Parking Lot A	12/20/2019 02:00 PM - 11:00 PM	Event	450.00
The Hangar	12/20/2019 02:00 PM - 11:00 PM	Event	3,217.50

### Saturday

Anaheim Building (#16)	12/21/2019 12:00 PM - 11:00 PM	Event	2,275.00
Country Meadows (Light Walk Route)	12/21/2019 12:00 PM - 11:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/21/2019 12:00 PM - 11:00 PM	Event	No Charge
½ Festival Field Asphalt	12/21/2019 12:00 PM - 11:00 PM	Event	1,725.00
Light Walk Route	12/21/2019 12:00 PM - 11:00 PM	Event	2,000.00
Los Alamitos Building (#14)	12/21/2019 12:00 PM - 11:00 PM	Event	2,975.00
Main Mall	12/21/2019 12:00 PM - 11:00 PM	Event	1,650.00

# EXHIBIT A

Event Information			
OC Promenade (Span)	12/21/2019 12:00 PM - 11:00 PM	Event	2,275.00
Park Plaza (Light Walk Route)	12/21/2019 12:00 PM - 11:00 PM	Event	No Charge
Parking Lot A	12/21/2019 12:00 PM - 11:00 PM	Event	No Charge
The Hangar	12/21/2019 12:00 PM - 11:00 PM	Event	3,575.00
<b>Sunday</b>			
Anaheim Building (#16)	12/22/2019 12:00 PM - 10:00 PM	Event	2,275.00
Country Meadows (Light Walk Route)	12/22/2019 12:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/22/2019 12:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/22/2019 12:00 PM - 10:00 PM	Event	1,725.00
Light Walk Route	12/22/2019 12:00 PM - 10:00 PM	Event	2,000.00
Los Alamitos Building (#14)	12/22/2019 12:00 PM - 10:00 PM	Event	2,975.00
Main Mall	12/22/2019 12:00 PM - 10:00 PM	Event	1,650.00
OC Promenade (Span)	12/22/2019 12:00 PM - 10:00 PM	Event	2,275.00
Park Plaza (Light Walk Route)	12/22/2019 12:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	12/22/2019 12:00 PM - 10:00 PM	Event	No Charge
The Hangar	12/22/2019 12:00 PM - 10:00 PM	Event	3,575.00
<b>Monday</b>			
Anaheim Building (#16)	12/23/2019 02:00 PM - 10:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/23/2019 02:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/23/2019 02:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/23/2019 02:00 PM - 10:00 PM	Event	1,552.50
Light Walk Route	12/23/2019 02:00 PM - 10:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/23/2019 02:00 PM - 10:00 PM	Event	2,677.50
Main Mall	12/23/2019 02:00 PM - 10:00 PM	Event	1,485.00
OC Promenade (Span)	12/23/2019 02:00 PM - 10:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/23/2019 02:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	12/23/2019 02:00 PM - 10:00 PM	Event	450.00
The Hangar	12/23/2019 02:00 PM - 10:00 PM	Event	3,217.50
<b>Tuesday</b>			
Anaheim Building (#16)	12/24/2019 11:00 AM - 06:00 PM	Event	2,275.00
Country Meadows (Light Walk Route)	12/24/2019 11:00 AM - 06:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/24/2019 11:00 AM - 06:00 PM	Event	No Charge
½ Festival Field Asphalt	12/24/2019 11:00 AM - 06:00 PM	Event	1,725.00
Light Walk Route	12/24/2019 11:00 AM - 06:00 PM	Event	2,000.00
Los Alamitos Building (#14)	12/24/2019 11:00 AM - 06:00 PM	Event	2,975.00
Main Mall	12/24/2019 11:00 AM - 06:00 PM	Event	1,650.00
OC Promenade (Span)	12/24/2019 11:00 AM - 06:00 PM	Event	2,275.00
Park Plaza (Light Walk Route)	12/24/2019 11:00 AM - 06:00 PM	Event	No Charge
Parking Lot A	12/24/2019 11:00 AM - 06:00 PM	Event	500.00
The Hangar	12/24/2019 11:00 AM - 06:00 PM	Event	3,575.00
<b>Wednesday</b>			
Anaheim Building (#16)	12/25/2019 11:00 AM - 10:00 PM	Event	2,275.00
Country Meadows (Light Walk Route)	12/25/2019 11:00 AM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/25/2019 11:00 AM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/25/2019 11:00 AM - 10:00 PM	Event	1,725.00
Light Walk Route	12/25/2019 11:00 AM - 10:00 PM	Event	2,000.00
Los Alamitos Building (#14)	12/25/2019 11:00 AM - 10:00 PM	Event	2,975.00
Main Mall	12/25/2019 11:00 AM - 10:00 PM	Event	1,650.00
OC Promenade (Span)	12/25/2019 11:00 AM - 10:00 PM	Event	2,275.00
Park Plaza (Light Walk Route)	12/25/2019 11:00 AM - 10:00 PM	Event	No Charge
Parking Lot A	12/25/2019 11:00 AM - 10:00 PM	Event	500.00
The Hangar	12/25/2019 11:00 AM - 10:00 PM	Event	3,575.00
<b>Thursday</b>			
Anaheim Building (#16)	12/26/2019 12:00 PM - 10:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/26/2019 12:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/26/2019 12:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/26/2019 12:00 PM - 10:00 PM	Event	1,552.50



# EXHIBIT A

Event Information			
Light Walk Route	12/26/2019 12:00 PM - 10:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/26/2019 12:00 PM - 10:00 PM	Event	2,677.50
Main Mall	12/26/2019 12:00 PM - 10:00 PM	Event	1,485.00
OC Promenade (Span)	12/26/2019 12:00 PM - 10:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/26/2019 12:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	12/26/2019 12:00 PM - 10:00 PM	Event	450.00
The Hangar	12/26/2019 12:00 PM - 10:00 PM	Event	3,217.50
<b>Friday</b>			
Anaheim Building (#16)	12/27/2019 12:00 PM - 11:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/27/2019 12:00 PM - 11:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/27/2019 12:00 PM - 11:00 PM	Event	No Charge
½ Festival Field Asphalt	12/27/2019 12:00 PM - 11:00 PM	Event	1,552.50
Light Walk Route	12/27/2019 12:00 PM - 11:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/27/2019 12:00 PM - 11:00 PM	Event	2,677.50
Main Mall	12/27/2019 12:00 PM - 11:00 PM	Event	1,485.00
OC Promenade (Span)	12/27/2019 12:00 PM - 11:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/27/2019 12:00 PM - 11:00 PM	Event	No Charge
Parking Lot A	12/27/2019 12:00 PM - 11:00 PM	Event	450.00
The Hangar	12/27/2019 12:00 PM - 11:00 PM	Event	3,217.50
<b>Saturday</b>			
Anaheim Building (#16)	12/28/2019 12:00 PM - 11:00 PM	Event	2,275.00
Country Meadows (Light Walk Route)	12/28/2019 12:00 PM - 11:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/28/2019 12:00 PM - 11:00 PM	Event	No Charge
½ Festival Field Asphalt	12/28/2019 12:00 PM - 11:00 PM	Event	1,725.00
Light Walk Route	12/28/2019 12:00 PM - 11:00 PM	Event	2,000.00
Los Alamitos Building (#14)	12/28/2019 12:00 PM - 11:00 PM	Event	2,975.00
Main Mall	12/28/2019 12:00 PM - 11:00 PM	Event	1,650.00
OC Promenade (Span)	12/28/2019 12:00 PM - 11:00 PM	Event	2,275.00
Park Plaza (Light Walk Route)	12/28/2019 12:00 PM - 11:00 PM	Event	No Charge
Parking Lot A	12/28/2019 12:00 PM - 11:00 PM	Event	No Charge
The Hangar	12/28/2019 12:00 PM - 11:00 PM	Event	3,575.00
<b>Sunday</b>			
Anaheim Building (#16)	12/29/2019 12:00 PM - 10:00 PM	Event	2,275.00
Country Meadows (Light Walk Route)	12/29/2019 12:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/29/2019 12:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/29/2019 12:00 PM - 10:00 PM	Event	1,725.00
Light Walk Route	12/29/2019 12:00 PM - 10:00 PM	Event	2,000.00
Los Alamitos Building (#14)	12/29/2019 12:00 PM - 10:00 PM	Event	2,975.00
Main Mall	12/29/2019 12:00 PM - 10:00 PM	Event	1,650.00
OC Promenade (Span)	12/29/2019 12:00 PM - 10:00 PM	Event	2,275.00
Park Plaza (Light Walk Route)	12/29/2019 12:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	12/29/2019 12:00 PM - 10:00 PM	Event	No Charge
The Hangar	12/29/2019 12:00 PM - 10:00 PM	Event	3,575.00
<b>Monday</b>			
Anaheim Building (#16)	12/30/2019 02:00 PM - 10:00 PM	Event	2,047.50
Country Meadows (Light Walk Route)	12/30/2019 02:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	12/30/2019 02:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	12/30/2019 02:00 PM - 10:00 PM	Event	1,552.50
Light Walk Route	12/30/2019 02:00 PM - 10:00 PM	Event	1,800.00
Los Alamitos Building (#14)	12/30/2019 02:00 PM - 10:00 PM	Event	2,677.50
Main Mall	12/30/2019 02:00 PM - 10:00 PM	Event	1,485.00
OC Promenade (Span)	12/30/2019 02:00 PM - 10:00 PM	Event	2,047.50
Park Plaza (Light Walk Route)	12/30/2019 02:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	12/30/2019 02:00 PM - 10:00 PM	Event	450.00
The Hangar	12/30/2019 02:00 PM - 10:00 PM	Event	3,217.50



# EXHIBIT A

## Event Information

### Tuesday

Anaheim Building (#16)	12/31/2019 02:00 PM - 01:00 AM	Event	2,275.00
Country Meadows (Light Walk Route)	12/31/2019 02:00 PM - 01:00 AM	Event	No Charge
Crafters Village (Light Walk Route)	12/31/2019 02:00 PM - 01:00 AM	Event	No Charge
½ Festival Field Asphalt	12/31/2019 02:00 PM - 01:00 AM	Event	1,725.00
Light Walk Route	12/31/2019 02:00 PM - 01:00 AM	Event	2,000.00
Los Alamitos Building (#14)	12/31/2019 02:00 PM - 01:00 AM	Event	2,975.00
Main Mall	12/31/2019 02:00 PM - 01:00 AM	Event	1,650.00
OC Promenade (Span)	12/31/2019 02:00 PM - 01:00 AM	Event	2,275.00
Park Plaza (Light Walk Route)	12/31/2019 02:00 PM - 01:00 AM	Event	No Charge
Parking Lot A	12/31/2019 02:00 PM - 01:00 AM	Event	500.00
The Hangar	12/31/2019 02:00 PM - 01:00 AM	Event	3,575.00

### Wednesday

Anaheim Building (#16)	01/01/2020 12:00 PM - 10:00 PM	Event	2,350.00
Country Meadows (Light Walk Route)	01/01/2020 12:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	01/01/2020 12:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	01/01/2020 12:00 PM - 10:00 PM	Event	1,750.00
Light Walk Route	01/01/2020 12:00 PM - 10:00 PM	Event	2,000.00
Los Alamitos Building (#14)	01/01/2020 12:00 PM - 10:00 PM	Event	3,050.00
Main Mall	01/01/2020 12:00 PM - 10:00 PM	Event	1,700.00
OC Promenade (Span)	01/01/2020 12:00 PM - 10:00 PM	Event	2,350.00
Park Plaza (Light Walk Route)	01/01/2020 12:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	01/01/2020 12:00 PM - 10:00 PM	Event	500.00
The Hangar	01/01/2020 12:00 PM - 10:00 PM	Event	3,650.00

### Thursday

Anaheim Building (#16)	01/02/2020 02:00 PM - 10:00 PM	Event	2,115.00
Country Meadows (Light Walk Route)	01/02/2020 02:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	01/02/2020 02:00 PM - 10:00 PM	Event	No Charge
½ Festival Field Asphalt	01/02/2020 02:00 PM - 10:00 PM	Event	1,575.00
Light Walk Route	01/02/2020 02:00 PM - 10:00 PM	Event	1,800.00
Los Alamitos Building (#14)	01/02/2020 02:00 PM - 10:00 PM	Event	2,745.00
Main Mall	01/02/2020 02:00 PM - 10:00 PM	Event	1,530.00
OC Promenade (Span)	01/02/2020 02:00 PM - 10:00 PM	Event	2,115.00
Park Plaza (Light Walk Route)	01/02/2020 02:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	01/02/2020 02:00 PM - 10:00 PM	Event	450.00
The Hangar	01/02/2020 02:00 PM - 10:00 PM	Event	3,285.00

### Friday

Anaheim Building (#16)	01/03/2020 02:00 PM - 11:00 PM	Event	2,115.00
Country Meadows (Light Walk Route)	01/03/2020 02:00 PM - 11:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	01/03/2020 02:00 PM - 11:00 PM	Event	No Charge
½ Festival Field Asphalt	01/03/2020 02:00 PM - 11:00 PM	Event	1,575.00
Light Walk Route	01/03/2020 02:00 PM - 11:00 PM	Event	1,800.00
Los Alamitos Building (#14)	01/03/2020 02:00 PM - 11:00 PM	Event	2,745.00
Main Mall	01/03/2020 02:00 PM - 11:00 PM	Event	1,530.00
OC Promenade (Span)	01/03/2020 02:00 PM - 11:00 PM	Event	2,115.00
Park Plaza (Light Walk Route)	01/03/2020 02:00 PM - 11:00 PM	Event	No Charge
Parking Lot A	01/03/2020 02:00 PM - 11:00 PM	Event	450.00
The Hangar	01/03/2020 02:00 PM - 11:00 PM	Event	3,285.00

### Saturday

Anaheim Building (#16)	01/04/2020 12:00 PM - 11:00 PM	Event	2,350.00
Country Meadows (Light Walk Route)	01/04/2020 12:00 PM - 11:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	01/04/2020 12:00 PM - 11:00 PM	Event	No Charge
½ Festival Field Asphalt**	01/04/2020 12:00 PM - 11:00 PM	Event	1,750.00
Light Walk Route	01/04/2020 12:00 PM - 11:00 PM	Event	2,000.00
Los Alamitos Building (#14)	01/04/2020 12:00 PM - 11:00 PM	Event	3,050.00
Main Mall	01/04/2020 12:00 PM - 11:00 PM	Event	1,700.00
OC Promenade (Span)	01/04/2020 12:00 PM - 11:00 PM	Event	2,350.00
Park Plaza (Light Walk Route)	01/04/2020 12:00 PM - 11:00 PM	Event	No Charge

# EXHIBIT A

## Event Information

Parking Lot A	01/04/2020 12:00 PM - 11:00 PM	Event	No Charge
The Hangar	01/04/2020 12:00 PM - 11:00 PM	Event	3,650.00

*\*\*BrideWorld will be utilizing 1/2 Festival Field Asphalt during their event.*

### Sunday

Anaheim Building (#16)	01/05/2020 12:00 PM - 10:00 PM	Event	2,350.00
Country Meadows (Light Walk Route)	01/05/2020 12:00 PM - 10:00 PM	Event	No Charge
Crafters Village (Light Walk Route)	01/05/2020 12:00 PM - 10:00 PM	Event	No Charge
1/2 Festival Field Asphalt	01/05/2020 12:00 PM - 10:00 PM	Event	1,750.00
Light Walk Route	01/05/2020 12:00 PM - 10:00 PM	Event	2,000.00
Los Alamitos Building (#14)	01/05/2020 12:00 PM - 10:00 PM	Event	3,050.00
Main Mall	01/05/2020 12:00 PM - 10:00 PM	Event	1,700.00
OC Promenade (Span)	01/05/2020 12:00 PM - 10:00 PM	Event	2,350.00
Park Plaza (Light Walk Route)	01/05/2020 12:00 PM - 10:00 PM	Event	No Charge
Parking Lot A	01/05/2020 12:00 PM - 10:00 PM	Event	No Charge
The Hangar	01/05/2020 12:00 PM - 10:00 PM	Event	3,650.00

### Monday

Anaheim Building (#16)	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Country Meadows (Light Walk Route)	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Crafters Village (Light Walk Route)	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
1/2 Festival Field Asphalt	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Light Walk Route	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Main Mall	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
OC Promenade (Span)	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Park Plaza (Light Walk Route)	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Parking Lot A	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge
The Hangar	01/06/2020 07:00 AM - 10:00 PM	Move Out	No Charge

### Tuesday

Anaheim Building (#16)	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Country Meadows (Light Walk Route)	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Crafters Village (Light Walk Route)	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
1/2 Festival Field Asphalt	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Light Walk Route	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Main Mall	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
OC Promenade (Span)	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Park Plaza (Light Walk Route)	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
Parking Lot A	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge
The Hangar	01/07/2020 07:00 AM - 10:00 PM	Move Out	No Charge

### Wednesday

Main Mall	01/08/2020 07:00 AM - 10:00 PM	Move Out	850.00
OC Promenade (Span)	01/08/2020 07:00 AM - 10:00 PM	Move Out	1,175.00

**Total: 312,416.25**

Move out must be completed by 10:00 PM Wednesday - January 8, 2020 to avoid additional charges.

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
25 MB Internet - Hard Line	12/09/2019 - 01/08/2020	TBD DAY	250.00 DAY	TBD
4 Port Ethernet Switch	12/09/2019 - 01/08/2020	TBD DAY	15.00 DAY	TBD
20 Amp Drop	Estimate 2	2.00 EA	25.00 EA	50.00
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
400 Amp Drop	Estimate 2	2.00 EA	720.00 EA	1,440.00
40 Yard Dumpster	Estimate 12	12.00 EA	136.86 EA	1,642.32
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD

# EXHIBIT A

Event Information					
Barricade (Plastic)	Estimate 30	30.00 EA	15.00 EA	450.00	
Bench (Metal)	Estimate 25	25.00 EA	15.00 EA	375.00	
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD	
Bleacher (75 Seat Section)	TBD	TBD EA	200.00 EA	TBD	
Bleachers (50 Seat Section)	Estimate 4	4.00 EA	125.00 EA	500.00	
Cable Ramp	Estimate 15	15.00 EA	15.00 EA	225.00	
Chair (Individual)	Estimate 200	200.00 EA	2.50 EA	500.00	
Cube Tower	TBD	TBD EA	100.00 EA	TBD	
Dumpster	TBD	TBD EA	18.00 EA	TBD	
Electrical Splitter Box	Estimate 60	60.00 EA	55.00 EA	3,300.00	
Electrical Usage	Estimate Only	1.00 EVT	12,000.00 EVT	12,000.00	
Forklift	Estimate 32 Hours	32.00 HR	75.00 HR	2,400.00	
Forklift (40 Yard Dumpster)	Estimate 69 Hours	69.00 HR	75.00 HR	5,175.00	
Handwashing Station	Estimate 2	2.00 EA	100.00 EA	200.00	
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD	
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD	
Hang Tag - 18 Day	TBD	TBD EA	72.00 EA	TBD	
K-Rail	TBD	TBD EA	75.00 EA	TBD	
Man Lift	TBD	TBD EA	75.00 EA	TBD	
Marquee Board	12/09/2019 - 01/08/2020	1.00 EA	Included	Included	
Parking Buyout	Estimate 1	1.00 EA	12,000.00 EA	12,000.00	
Picnic Table (Rectangular & Round)	Estimate 42	42.00 EA	15.00 EA	630.00	
Portable Electronic Message Board (Flat)	Estimate 1	1.00 EA	1,500.00 EA	1,500.00	
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA	TBD	
Projector Screen in Hangar	TBD	TBD EA	300.00 EA	TBD	
Propane & Diesel	Estimate 1,100	1,100.00 EA	1.49 EA	1,639.00	
Propane Heater	Estimate 25	25.00 EA	50.00 EA	1,250.00	
Scissor Lift	TBD	TBD EA	75.00 EA	TBD	
Skip Loader	TBD	TBD HR	100.00 HR	TBD	
Stake	Estimate 175	175.00 EA	2.00 EA	350.00	
Stanchion	Estimate 210	210.00 EA	5.00 EA	1,050.00	
Sweeper (In-House)	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00	
Ticket Booth (Double Window)	Estimate 5	5.00 EA	100.00 EA	500.00	
Tonnage Weight (40 Yard Dumpster)	Estimate 17	17.00 EVT	50.92 EVT	865.64	
Trussing Unit	Estimate 3	3.00 EA	100.00 EA	300.00	
Wind Master (Small)	TBD	TBD EA	15.00 EA	TBD	
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD	
Yellow Bollard	TBD	TBD EA	15.00 EA	TBD	
<b>Total:</b>				<b>51,301.96</b>	

Reimbursable Personnel Fees					
Description	Date-Time	Units	Rate	Actual	
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant Lead	Estimate 32 Hours	32.00 HR	30.00 HR	960.00	
Grounds Attendant	Estimate 64 Hours	64.00 HR	23.00 HR	1,472.00	
Janitorial Attendant	Estimate 40 Hours	40.00 HR	23.00 HR	920.00	
Electrician	Estimate 57 Hours	57.00 HR	57.50 HR	3,277.50	
Plumber	Estimate 2 Hours	2.00 HR	57.50 HR	115.00	
<b>Event Day</b>					
<b>Event Hours: 5:00 PM - 9:00 PM, No Public Hours</b>					
Grounds Attendant Lead	12/18/2019 04:00PM - 10:00PM	1.00 EA	30.00 HR	180.00	
Grounds Attendant	12/18/2019 04:00PM - 10:00PM	5.00 EA	23.00 HR	690.00	
Janitorial Attendant Lead	12/18/2019 04:00PM - 10:00PM	1.00 EA	30.00 HR	180.00	
Janitorial Attendant	12/18/2019 04:00PM - 10:00PM	6.00 EA	23.00 HR	828.00	
Electrician	12/18/2019 04:00PM - 10:00PM	1.00 EA	57.50 HR	345.00	
<b>Event Event Hours: 4:00PM - 10:00PM</b>					
Grounds Attendant Lead	12/19/2019 03:00PM - 11:00PM	1.00 EA	30.00 HR	240.00	
Grounds Attendant	12/19/2019 03:00PM - 11:00PM	5.00 EA	23.00 HR	920.00	
Janitorial Attendant Lead	12/19/2019 03:00PM - 11:00PM	1.00 EA	30.00 HR	240.00	
Janitorial Attendant	12/19/2019 03:00PM - 11:00PM	8.00 EA	23.00 HR	1,472.00	
Electrician	12/19/2019 03:00PM - 11:00PM	1.00 EA	57.50 HR	460.00	

# EXHIBIT A

## Event Information

Event Information							
<b>Event Event Hours: 2:00 PM - 11:00 PM</b>							
Grounds Attendant Lead	12/20/2019 01:00PM - 12:00AM	1.00	EA	30.00	HR	330.00	
Grounds Attendant	12/20/2019 04:00PM - 10:00PM	2.00	EA	23.00	HR	276.00	
Grounds Attendant	12/20/2019 01:00PM - 12:00AM	5.00	EA	23.00	HR	1,265.00	
Janitorial Attendant Lead	12/20/2019 01:00PM - 12:00AM	1.00	EA	30.00	HR	330.00	
Janitorial Attendant	12/20/2019 04:00PM - 10:00PM	2.00	EA	23.00	HR	276.00	
Janitorial Attendant	12/20/2019 01:00PM - 12:00AM	8.00	EA	23.00	HR	2,024.00	
Electrician	12/20/2019 01:00PM - 12:00AM	1.00	EA	57.50	HR	632.50	
<b>Event Event Hours: 12:00 PM - 11:00 PM</b>							
Grounds Attendant Lead	12/21/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Grounds Attendant	12/21/2019 11:00AM - 12:00AM	5.00	EA	23.00	HR	1,495.00	
Janitorial Attendant Lead	12/21/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Janitorial Attendant	12/21/2019 11:00AM - 12:00AM	10.00	EA	23.00	HR	2,990.00	
Electrician	12/21/2019 11:00AM - 12:00AM	1.00	EA	57.50	HR	747.50	
<b>Event Event Hours: 12:00 PM - 10:00 PM</b>							
Grounds Attendant Lead	12/22/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Grounds Attendant	12/22/2019 11:00AM - 11:00PM	5.00	EA	23.00	HR	1,380.00	
Janitorial Attendant Lead	12/22/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Janitorial Attendant	12/22/2019 11:00AM - 11:00PM	10.00	EA	23.00	HR	2,760.00	
Electrician	12/22/2019 11:00AM - 11:00PM	1.00	EA	57.50	HR	690.00	
<b>Event Event Hours: 2:00 PM - 10:00 PM</b>							
Grounds Attendant Lead	12/23/2019 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00	
Grounds Attendant	12/23/2019 01:00PM - 11:00PM	5.00	EA	23.00	HR	1,150.00	
Janitorial Attendant Lead	12/23/2019 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00	
Janitorial Attendant	12/23/2019 01:00PM - 11:00PM	8.00	EA	23.00	HR	1,840.00	
Electrician	12/23/2019 01:00PM - 11:00PM	1.00	EA	57.50	HR	575.00	
<b>Event Event Hours: 11:00 AM - 6:00 PM</b>							
Grounds Attendant Lead	12/24/2019 10:00AM - 07:00PM	1.00	EA	45.00	HR*	405.00	
Grounds Attendant	12/24/2019 10:00AM - 07:00PM	5.00	EA	34.50	HR*	1,552.50	
Janitorial Attendant Lead	12/24/2019 10:00AM - 07:00PM	1.00	EA	45.00	HR*	405.00	
Janitorial Attendant	12/24/2019 10:00AM - 07:00PM	10.00	EA	34.50	HR*	3,105.00	
Electrician	12/24/2019 10:00AM - 07:00PM	1.00	EA	86.25	HR*	776.25	
<b>Event Event Hours: 11:00 AM - 10:00 PM</b>							
Grounds Attendant Lead	12/25/2019 10:00AM - 11:00PM	1.00	EA	60.00	HR*	780.00	
Grounds Attendant	12/25/2019 10:00AM - 11:00PM	5.00	EA	46.00	HR*	2,990.00	
Janitorial Attendant Lead	12/25/2019 10:00AM - 11:00PM	1.00	EA	60.00	HR*	780.00	
Janitorial Attendant	12/25/2019 10:00AM - 11:00PM	10.00	EA	46.00	HR*	5,980.00	
Electrician	12/25/2019 10:00AM - 11:00PM	1.00	EA	115.00	HR*	1,495.00	
<b>Event Event Hours: 12:00 PM - 10:00 PM</b>							
Grounds Attendant Lead	12/26/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Grounds Attendant	12/26/2019 11:00AM - 11:00PM	5.00	EA	23.00	HR	1,380.00	
Janitorial Attendant Lead	12/26/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Janitorial Attendant	12/26/2019 11:00AM - 11:00PM	8.00	EA	23.00	HR	2,208.00	
Electrician	12/26/2019 11:00AM - 11:00PM	1.00	EA	57.50	HR	690.00	
<b>Event Event Hours: 12:00 PM - 11:00 PM</b>							
Grounds Attendant Lead	12/27/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Grounds Attendant	12/27/2019 11:00AM - 12:00AM	5.00	EA	23.00	HR	1,495.00	
Janitorial Attendant Lead	12/27/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Janitorial Attendant	12/27/2019 11:00AM - 12:00AM	8.00	EA	23.00	HR	2,392.00	
Electrician	12/27/2019 11:00AM - 12:00AM	1.00	EA	57.50	HR	747.50	
<b>Event Hours: 12:00 PM - 11:00 PM</b>							
Grounds Attendant Lead	12/28/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Grounds Attendant	12/28/2019 11:00AM - 12:00AM	5.00	EA	23.00	HR	1,495.00	
Janitorial Attendant Lead	12/28/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Janitorial Attendant	12/28/2019 11:00AM - 12:00AM	10.00	EA	23.00	HR	2,990.00	
Electrician	12/28/2019 11:00AM - 12:00AM	1.00	EA	57.50	HR	747.50	
<b>Event Event Hours: 12:00 PM - 11:00 PM</b>							
Grounds Attendant Lead	12/29/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Grounds Attendant	12/29/2019 11:00AM - 11:00PM	5.00	EA	23.00	HR	1,380.00	
Janitorial Attendant Lead	12/29/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Janitorial Attendant	12/29/2019 11:00AM - 11:00PM	10.00	EA	23.00	HR	2,760.00	
Electrician	12/29/2019 11:00AM - 11:00PM	1.00	EA	57.50	HR	690.00	

# EXHIBIT A

## Event Information

Event Information						
<b>Event Event Hours: 2:00 PM - 10:00 PM</b>						
Grounds Attendant Lead	12/30/2019 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	12/30/2019 01:00PM - 11:00PM	5.00	EA	23.00	HR	1,150.00
Janitorial Attendant Lead	12/30/2019 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	12/30/2019 01:00PM - 11:00PM	8.00	EA	23.00	HR	1,840.00
Electrician	12/30/2019 01:00PM - 11:00PM	1.00	EA	57.50	HR	575.00
<b>Event Event Hours: 2:00 PM - 1:00 AM</b>						
Grounds Attendant Lead	12/31/2019 01:00PM - 02:00AM	1.00	EA	45.00	HR*	585.00
Grounds Attendant	12/31/2019 01:00PM - 02:00AM	5.00	EA	34.50	HR*	2,242.50
Janitorial Attendant Lead	12/31/2019 01:00PM - 02:00AM	1.00	EA	45.00	HR*	585.00
Janitorial Attendant	12/31/2019 01:00PM - 02:00AM	10.00	EA	34.50	HR*	4,485.00
Electrician	12/31/2019 01:00PM - 02:00AM	1.00	EA	86.25	HR*	1,121.25
<b>Event Event Hours: 12:00 PM - 10:00 PM</b>						
Grounds Attendant Lead	01/01/2020 11:00AM - 11:00PM	1.00	EA	60.00	HR*	720.00
Grounds Attendant	01/01/2020 11:00AM - 11:00PM	5.00	EA	48.00	HR*	2,880.00
Janitorial Attendant Lead	01/01/2020 11:00AM - 11:00PM	1.00	EA	60.00	HR*	720.00
Janitorial Attendant	01/01/2020 11:00AM - 11:00PM	10.00	EA	48.00	HR*	5,760.00
Electrician	01/01/2020 11:00AM - 11:00PM	1.00	EA	120.00	HR*	1,440.00
<b>Event Event Hours: 2:00 PM - 10:00 PM</b>						
Grounds Attendant Lead	01/02/2020 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	01/02/2020 01:00PM - 11:00PM	5.00	EA	24.00	HR	1,200.00
Janitorial Attendant Lead	01/02/2020 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	01/02/2020 01:00PM - 11:00PM	8.00	EA	24.00	HR	1,920.00
Electrician	01/02/2020 01:00PM - 11:00PM	1.00	EA	60.00	HR	600.00
<b>Event Event Hours: 2:00 PM - 11:00 PM</b>						
Grounds Attendant Lead	01/03/2020 01:00PM - 12:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	01/03/2020 01:00PM - 12:00AM	5.00	EA	24.00	HR	1,320.00
Janitorial Attendant Lead	01/03/2020 01:00PM - 12:00AM	1.00	EA	30.00	HR	330.00
Janitorial Attendant	01/03/2020 01:00PM - 12:00AM	8.00	EA	24.00	HR	2,112.00
Electrician	01/03/2020 01:00PM - 12:00AM	1.00	EA	60.00	HR	660.00
<b>Event Event Hours: 12:00 PM - 11:00 PM</b>						
Grounds Attendant Lead	01/04/2020 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00
Grounds Attendant	01/04/2020 11:00AM - 12:00AM	5.00	EA	24.00	HR	1,560.00
Janitorial Attendant Lead	01/04/2020 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00
Janitorial Attendant	01/04/2020 11:00AM - 12:00AM	10.00	EA	24.00	HR	3,120.00
Electrician	01/04/2020 11:00AM - 12:00AM	1.00	EA	60.00	HR	780.00
<b>Event Event Hours: 12:00 PM - 10:00 PM</b>						
Grounds Attendant Lead	01/05/2020 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	01/05/2020 11:00AM - 11:00PM	5.00	EA	24.00	HR	1,440.00
Janitorial Attendant Lead	01/05/2020 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00
Janitorial Attendant	01/05/2020 11:00AM - 11:00PM	10.00	EA	24.00	HR	2,880.00
Electrician	01/05/2020 11:00AM - 11:00PM	1.00	EA	60.00	HR	720.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 32 Hours	32.00	HR	30.00	HR	960.00
Grounds Attendant	Estimate 96 Hours	96.00	HR	24.00	HR	2,304.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Electrician	Estimate 42 Hours	42.00	HR	60.00	HR	2,520.00
Plumber	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	12/18/2019 04:00PM - 10:00PM	1.00	EA	47.00	HR	282.00
Event Coordinator	12/19/2019 03:00PM - 11:00PM	1.00	EA	47.00	HR	376.00
Event Coordinator	12/20/2019 01:00PM - 12:00AM	1.00	EA	47.00	HR	517.00
Event Coordinator	12/21/2019 11:00AM - 12:00AM	1.00	EA	47.00	HR	611.00
Event Coordinator	12/22/2019 11:00AM - 11:00PM	1.00	EA	47.00	HR	564.00
Event Coordinator	12/23/2019 01:00PM - 11:00PM	1.00	EA	47.00	HR	470.00
Event Coordinator	12/24/2019 10:00AM - 07:00PM	1.00	EA	70.50	HR*	634.50
Event Coordinator	12/25/2019 10:00AM - 11:00PM	1.00	EA	94.00	HR*	1,222.00
Event Coordinator	12/26/2019 11:00AM - 11:00PM	1.00	EA	47.00	HR	564.00
Event Coordinator	12/27/2019 11:00AM - 12:00AM	1.00	EA	47.00	HR	611.00
Event Coordinator	12/28/2019 11:00AM - 12:00AM	1.00	EA	47.00	HR	611.00

# EXHIBIT A

Event Information							
Event Coordinator	12/29/2019 11:00AM - 11:00PM	1.00	EA	47.00	HR	564.00	
Event Coordinator	12/30/2019 01:00PM - 11:00PM	1.00	EA	47.00	HR	470.00	
Event Coordinator	12/31/2019 01:00PM - 02:00AM	1.00	EA	70.50	HR*	916.50	
Event Coordinator	01/01/2020 11:00AM - 11:00PM	1.00	EA	97.00	HR*	1,164.00	
Event Coordinator	01/02/2020 01:00PM - 11:00PM	1.00	EA	48.50	HR	485.00	
Event Coordinator	01/03/2020 01:00PM - 12:00AM	1.00	EA	48.50	HR	533.50	
Event Coordinator	01/04/2020 11:00AM - 12:00AM	1.00	EA	48.50	HR	630.50	
Event Coordinator	01/05/2020 11:00AM - 11:00PM	1.00	EA	48.50	HR	582.00	
<b><u>Parking</u></b>							
Parking Attendant Lead	Estimate 23 Hours	23.00	HR	30.00	HR	690.00	
Parking Attendant	Estimate 40 Hours	40.00	HR	23.00	HR	920.00	
<b><u>Safety &amp; Security</u></b>							
Security Attendant Lead	12/18/2019 04:00PM - 10:00PM	1.00	EA	30.00	HR	180.00	
Security Attendant	12/18/2019 04:00PM - 10:00PM	5.00	EA	23.00	HR	690.00	
Security Attendant Lead	12/19/2019 03:00PM - 11:00PM	1.00	EA	30.00	HR	240.00	
Security Attendant	12/19/2019 03:00PM - 11:00PM	5.00	EA	23.00	HR	920.00	
Security Attendant Lead	12/20/2019 01:00PM - 12:00AM	1.00	EA	30.00	HR	330.00	
Security Attendant	12/20/2019 04:30PM - 09:30PM	2.00	EA	23.00	HR	230.00	
Security Attendant	12/20/2019 01:00PM - 12:00AM	5.00	EA	23.00	HR	1,265.00	
Security Attendant Lead	12/21/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Security Attendant	12/21/2019 11:00AM - 12:00AM	5.00	EA	23.00	HR	1,495.00	
Security Attendant Lead	12/22/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Security Attendant	12/22/2019 11:00AM - 11:00PM	5.00	EA	23.00	HR	1,380.00	
Security Attendant Lead	12/23/2019 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00	
Security Attendant	12/23/2019 01:00PM - 11:00PM	5.00	EA	23.00	HR	1,150.00	
Security Attendant Lead	12/24/2019 10:00AM - 07:00PM	1.00	EA	45.00	HR*	405.00	
Security Attendant	12/24/2019 10:00AM - 07:00PM	5.00	EA	34.50	HR*	1,552.50	
Security Attendant Lead	12/25/2019 10:00AM - 11:00PM	1.00	EA	60.00	HR*	780.00	
Security Attendant	12/25/2019 10:00AM - 11:00PM	5.00	EA	46.00	HR*	2,990.00	
Security Attendant Lead	12/26/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Security Attendant	12/26/2019 11:00AM - 11:00PM	5.00	EA	23.00	HR	1,380.00	
Security Attendant Lead	12/27/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Security Attendant	12/27/2019 11:00AM - 12:00AM	5.00	EA	23.00	HR	1,495.00	
Security Attendant Lead	12/28/2019 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Security Attendant	12/28/2019 11:00AM - 12:00AM	5.00	EA	23.00	HR	1,495.00	
Security Attendant Lead	12/29/2019 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Security Attendant	12/29/2019 11:00AM - 11:00PM	5.00	EA	23.00	HR	1,380.00	
Security Attendant Lead	12/30/2019 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00	
Security Attendant	12/30/2019 01:00PM - 11:00PM	5.00	EA	23.00	HR	1,150.00	
Security Attendant Lead	12/31/2019 01:00PM - 02:00AM	1.00	EA	45.00	HR*	585.00	
Security Attendant	12/31/2019 01:00PM - 02:00AM	5.00	EA	34.50	HR*	2,242.50	
Security Attendant Lead	01/01/2020 11:00AM - 11:00PM	1.00	EA	60.00	HR*	720.00	
Security Attendant	01/01/2020 11:00AM - 11:00PM	5.00	EA	48.00	HR*	2,880.00	
Security Attendant Lead	01/02/2020 01:00PM - 11:00PM	1.00	EA	30.00	HR	300.00	
Security Attendant	01/02/2020 01:00PM - 11:00PM	5.00	EA	24.00	HR	1,200.00	

# EXHIBIT A

Event Information							
Security Attendant Lead	01/03/2020 01:00PM - 12:00AM	1.00	EA	30.00	HR	330.00	
Security Attendant	01/03/2020 01:00PM - 12:00AM	5.00	EA	24.00	HR	1,320.00	
Security Attendant Lead	01/04/2020 11:00AM - 12:00AM	1.00	EA	30.00	HR	390.00	
Security Attendant	01/04/2020 11:00AM - 12:00AM	5.00	EA	24.00	HR	1,560.00	
Security Attendant Lead	01/05/2020 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00	
Security Attendant	01/05/2020 11:00AM - 11:00PM	5.00	EA	24.00	HR	1,440.00	
<i>Security staffing requirements are subject to change at the discretion of the OC FEC Safety &amp; Traffic Department.</i>							
<b><u>Outside Services</u></b>							
Sound Engineer	12/18/2019 - 12/20/2019 Estimate Only	1.00	EA	750.00	DAY	1,500.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	15.00	HR	263.00	HR	3,945.00	
<b>Total:</b>						<b>181,592.00</b>	

**\*Holiday Rates**

### Summary

Facility Rental Total	\$312,416.25
Estimated Equipment, Reimbursable Personnel and Services Total	\$232,893.96
Refundable Deposit	\$10,000.00
<b>Grand Total:</b>	
	<b>\$555,310.21</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/01/2019	\$78,216.56
Second Payment	12/01/2019	\$380,747.65
Third Payment	12/26/2019	\$96,346.00
<b>Total:</b>		<b>\$555,310.21</b>

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

### **ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

Payment for additional equipment, personnel or service requests must be paid in full before services will be rendered.

### **ADDITIONAL INSURANCE REQUIREMENT - (HAZARDOUS/INTERACTIVE GAMES)**

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (3) weeks prior to the event date.

### **AMENDMENTS**

Any changes to this agreement will be outlined in an amendment to be signed and executed by Rentor and Association.

### **BANNERS**

All banner locations and sizes must be reviewed and approved by OCFEC. *See OCFEC Signage Guide.*

### **CANOPIES / TENTS**

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal. All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### **CAMPGROUND**

Rentor understands and acknowledges that other campers may be in OCFEC Campground during the duration of the event, including move in/move out periods.

### **DRONES**

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

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.

### **FACILITY WALKTHROUGH**

Celebration Festivals and OCFEC agree to schedule a walkthrough of all rental facilities prior any load in activity to identify and note facility conditions. OCFEC will schedule routine facility walkthroughs with a Celebration Festivals representative throughout the event. A post event facility walkthrough will be scheduled when Celebration Festivals is completely moved out. Any damages to the rented facilities found after the event load out will be itemized on the final settlement.

### **FOOD & BEVERAGE VENDOR FEE**

Celebration Festivals agrees to pay Spectra, the OCFEC Master Concessionaire based on a separate agreement between those parties. A complete non-Spectra food & beverage vendor list must be provided to Spectra with submittal of associated fees.

### **EXCLUSIVE RIGHTS**

OCFEC agrees Celebration Festivals shall have the exclusive rights to the "Winter Fest OC" holiday event in the month of December, 2019 and January, 2020 in accordance with OCFEC's booking policies. In addition, Celebration Festivals shall have the first right of refusal to rebook their festival for December, 2020 and January, 2021 with submittal of dates and venues to be utilized within sixty (60) days following the end of the initial 2019 - 2020 event.

### **MAIN MALL**

Food vendors must fully cover all Main Mall brick pavers and concrete ground surface under and around their food booths with self-provided flame retardant tarp and venue provided treated wood to avoid damage from oil spills. Stains/damage as a result of failure to comply will result in additional cleaning fees. Used oil should only be discarded in the venue provided oil bin that is placed near location of food vendors.

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

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



# EXHIBIT A

## Event Information

### OTHER EVENTS

Celebration Festivals understands that other events are booked around OCFEC property during their event. (Event Hold, December 10, 2019, Share Our Selves, December 16 - 19, 2019, BrideWorld, January 3 - 4, 2020)

### PEPSI BEVERAGES

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

### PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

### PREFERRED PARKING

Preferred parking, if offered will be determined at a later date.

### PROPANE

Propane heaters are not allowed inside buildings or breezeways. All propane equipment must be located at least twenty feet (20') from all buildings and structures.

### PYROTECHNICS

The pyrotechnics company hired by Celebration Festivals will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees which will be reflected on the final settlement to Celebration Festivals.

### RIDE INSPECTOR

Celebration Festivals is required to select a ride inspector from an approved list provided by OCFEC. The ride inspector must have a separate contract with OCFEC outside of the carnival agreement for 2019 Winter Fest OC. Ride inspector is required to provide full inspection reports to OCFEC prior to opening day of 2019 Winter Fest OC event.

### RIGGING

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

### SECURITY

Security plan must be submitted to OCFEC Safety and Security by **November 10, 2019** for review and approval. Should the outside services security plan submitted by Celebration Festivals not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

### SOUND MITIGATION (IN THE HANGAR)

Celebration Festivals agrees to sound mitigation terms as follows:

- Provide a heavy plastic (4 mil) along the back wall behind the stage. Heavy plastic must extend twenty-five (25') past stage left and stage right. Plastic must extend from the ceiling to the floor.
- Provide a heavy velour curtain in front of heavy plastic, directly to rear of the stage. Heavy velour curtain must extend twenty-five (25') past stage left and stage right. Curtain must extend from the ceiling to the floor.
- Use of an OCFEC Sound Engineer/Sound Monitor required at all times.
- All of OCFEC usual and normal sound mitigation rules apply, at all times.
- Hangar doors must close at 10:00 pm on Friday & Saturday; 9:00 pm on Sunday through Thursday unless otherwise approved in writing by OCFEC.

# EXHIBIT A

## Event Information

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Amplified sound may continue inside buildings only with the doors closed.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as sound mitigation measures (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Celebration Festivals must comply with request.**

### STAGE BARRICADES

Stage barricades are required in front of all stages.

### STATE FIRE MARSHAL

Building and Event Footprint capacity will be determined by State Fire Marshal. Celebration Festivals must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout, Celebration Festivals must execute changes within the specified timeframe.

### STORM WATER RESOURCE PLAN

OCFEC and Celebration Festivals agree to discuss a storm water recourse plan prior to any teardown of the Ice Slide, Snow Play Area and Ice Rink. Additional permits may be required at expense of Celebration Festivals for any illicit discharge of water that leaves OCFEC property.

### STRAW BALES

Straw bales are not allowed inside buildings unless treated with approved fire retardant substance, and only after proof of treatment has been submitted to OCFEC.

### TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, etc. must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Mark Entner, CEO

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Michele A. Richards, Interim Chief Executive Officer

REVIEWED \_\_\_\_\_

DATE

November 15, 2019

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Seasonal Adventures** 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 24 - December 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:

**Christmas Tree Lot**

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

**\$20,177.00**

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.

**Seasonal Adventures**  
**207 West Los Angeles Avenue #287**  
**Moorpark, CA 93021**

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

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

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

**Title: Rob Lambert, Owner**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Christmas Tree Lot	<b>Contract No:</b>	R-160-19
<b>Contact Person:</b>	Rob Lambert	<b>Phone:</b>	(503) 930-1900
<b>Event Date:</b>	11/29/2019 - 12/18/2019	<b>Hours:</b>	Monday - Friday: 1:00 PM - 9:00 PM Saturday - Sunday: 9:00 AM - 9:00 PM

**Admission Price:** TBD

**Vehicle Parking Fee:** No Charge

**Projected Attendance:**

500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
¼ Parking Lot E	11/25/2019 07:00 AM - 11:59 PM	Move In	Included
<b>Tuesday</b>			
¼ Parking Lot E	11/26/2019 07:00 AM - 11:59 PM	Move In	Included
<b>Wednesday</b>			
¼ Parking Lot E	11/27/2019 07:00 AM - 11:59 PM	Move In	Included
<b>Thursday</b>			
¼ Parking Lot E	11/28/2019 07:00 AM - 11:59 PM	Move In	325.00
<b>Friday</b>			
¼ Parking Lot E	11/29/2019 01:00 PM - 09:00 PM	Event	650.00
<b>Saturday</b>			
¼ Parking Lot E	11/30/2019 09:00 AM - 09:00 PM	Event	650.00
<b>Sunday</b>			
¼ Parking Lot E	12/01/2019 09:00 AM - 09:00 PM	Event	650.00
<b>Monday</b>			
¼ Parking Lot E	12/02/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Tuesday</b>			
¼ Parking Lot E	12/03/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Wednesday</b>			
¼ Parking Lot E	12/04/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Thursday</b>			
¼ Parking Lot E	12/05/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Friday</b>			
¼ Parking Lot E	12/06/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Saturday</b>			
¼ Parking Lot E	12/07/2019 09:00 AM - 09:00 PM	Event	650.00
<b>Sunday</b>			
¼ Parking Lot E	12/08/2019 09:00 AM - 09:00 PM	Event	650.00
<b>Monday</b>			
¼ Parking Lot E	12/09/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Tuesday</b>			
¼ Parking Lot E	12/10/2019 01:00 PM - 09:00 PM	Event	585.00
<b>Wednesday</b>			
¼ Parking Lot E	12/11/2019 01:00 PM - 09:00 PM	Event	585.00

# EXHIBIT A

## Event Information

<b>Thursday</b>				
¼ Parking Lot E	12/12/2019 01:00 PM - 09:00 PM	Event		585.00
<b>Friday</b>				
¼ Parking Lot E	12/13/2019 01:00 PM - 09:00 PM	Event		585.00
<b>Saturday</b>				
¼ Parking Lot E	12/14/2019 09:00 AM - 09:00 PM	Event		650.00
<b>Sunday</b>				
¼ Parking Lot E	12/15/2019 09:00 AM - 09:00 PM	Event		650.00
<b>Monday</b>				
¼ Parking Lot E	12/16/2019 01:00 PM - 09:00 PM	Event		585.00
<b>Tuesday</b>				
¼ Parking Lot E	12/17/2019 01:00 PM - 09:00 PM	Event		585.00
<b>Wednesday</b>				
¼ Parking Lot E	12/18/2019 01:00 PM - 09:00 PM	Event		585.00
<b>Thursday</b>				
¼ Parking Lot E	12/19/2019 07:00 AM - 11:59 PM	Move Out		Included
<b>Friday</b>				
¼ Parking Lot E	12/20/2019 07:00 AM - 11:59 AM	Move Out		Included

Move out must be completed by 11:59 AM Friday - December 20, 2019 to avoid additional charges.

**Total: 12,480.00**

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	1,000.00 EVT	1,000.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00

**Total: 1,450.00**

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	23.00 HR	TBD
Electrician	Estimate 6 Hours	6.00 HR	57.50 HR	345.00

### **Event Sales & Services**

Event Coordinator	Estimate 8 Hours	8.00 HR	47.00 HR	376.00
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### **Outside Services**

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.00 HR	263.00 HR	526.00
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**Total: 1,247.00**

## Summary

Facility Rental Total	\$12,480.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,697.00
Refundable Deposit	\$5,000.00

**Grand Total: \$20,177.00**

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,088.50
Second Payment	11/12/2019	\$10,088.50
	<b>Total:</b>	<b>\$20,177.00</b>

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.

### ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

### ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

### AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event. Additional costs to be determined.

### 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.

### MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

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

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

### PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties for the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

### RENTOR AGREES

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced.

# EXHIBIT A

## Event Information

### SOUND ORDINANCE

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



REVIEWED \_\_\_\_\_

DATE **November 15, 2019**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

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

**Orange County Placemaking Roadshow: Costa Mesa**

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

**\$92.00**

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.

**Heritage Future**  
**115 North Orange Street**  
**Orange, CA 92866**

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

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

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

**Title: Kevin Staniec, Founder**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
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14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
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19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
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**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

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# EXHIBIT A

## Event Information

<b>Event Name:</b>	Orange County Placemaking Roadshow: Costa Mesa	<b>Contract No:</b>	R-161-19
<b>Contact Person:</b>	Kevin Staniec	<b>Phone:</b>	(562) 274-2707
<b>Event Date:</b>	12/10/2019	<b>Hours:</b>	Tuesday: 6:00 PM - 8:00 PM
<b>Vehicle Parking Fee:</b>	No Charge	<b>Projected Attendance:</b>	25

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Silo Patio	12/10/2019 05:00 PM - 06:00 PM	Move In	No Charge
Silo Patio	12/10/2019 06:00 PM - 08:00 PM	Event	*200.00
<b>*In-Kind Trade Total:</b>			<b>200.00</b>

Move out must be completed by 11:59 PM Tuesday - December 10, 2019 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	12/10/2019 - 12/10/2019	1.00 DAY	150.00 DAY	Included
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	Included
<b>Total:</b>				<b>Included</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Event Day</b>				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
<b>Total:</b>				<b>92.00</b>

### Summary

<b><u>OCFEC In-Kind Trade</u></b>	
Facility Rental Total	\$200.00
<b>In-Kind Trade Total:</b>	<b>\$200.00</b>

### **Heritage Future**

Estimated Equipment, Reimbursable Personnel and Services Total	\$92.00
<b>Heritage Future Grand Total:</b>	<b>\$92.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/12/2019	\$92.00
<b>Total:</b>		<b>\$92.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### IN-KIND TRADE

In exchange for **\$200.00 In-Kind Trade** (See Exhibit A), it has been mutually agreed that Heritage Future will provide trade opportunities to OCFEC as follows:

- Inclusion of OC Fair in two (2) email blast newsletters, 12,000 recipients
- Acknowledgement of OC Fair in Heritage Future social media
- Provide copies of all photos and b-roll taken at the OC Placemaking Roadshow: Costa Mesa event to 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.

REVIEWED

APPROVED

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 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  
**October 25, 2019 - January 16, 2020**
- 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:

**Winter Fest Trailer Parking**

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

**See Exhibit A**

- 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.

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

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

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

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

**Title: Tony Guadagno, Owner**

**Title: Kathy Kramer, Chief Executive Officer**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Winter Fest Trailer Parking	<b>Contract No:</b>	R-162-19
<b>Contact Person:</b>	Tony Guadagno	<b>Phone:</b>	(657) 333-2520
<b>Event Dates:</b>	10/25/2019 - 01/16/2020	<b>Hours:</b>	12:00 AM - 11:59 PM Daily

**Camping and Parking Fee:**     *See Facility Rental Fees*

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot G	10/25/2019 12:00 PM - 01/16/2020 12:00 PM	15.00 EA	45.00 DAY	Included

Check out must be completed by 12:00 Noon on January 7, 2020 to avoid additional charges. **Total:**     **Included**

### Summary

Facility Rental Total Included

**Grand Total:**     **Included**

**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.**

### **STAGING - PARKING LOT G SEMI-TRUCKS**

Celebration Festivals is allowed to stage fifteen (15) semi-trucks in Parking Lot G starting **October 25, 2019** through **January 16, 2020** at no charge pending approval of **Winter Fest 2019** event, **R-154-19**. The storage area/work space must be enclosed with a temporary fence with mesh. Work space must be kept clean at all times, must be a safe work environment and must follow all State Fire Marshal codes and OSHA work standards. Celebration Festivals understands that other events will be onsite requiring the use of Parking Lot G and will need to make accommodations if required.

REVIEWED \_\_\_\_\_

DATE **November 15, 2019**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Employees Association** 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 8 - 9, 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:

**Veterans Day Celebration**

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

**See Exhibit A**

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.

**Orange County Employees Association**  
830 North Ross Street  
Santa Ana, CA 92701

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

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

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

**Title: Cathy Yatch, Administrative Manager**

**Title: Michele A. Richards, Interim Chief Executive Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Veterans Day Celebration	<b>Contract No:</b>	R-163-19
<b>Contact Person:</b>	Cathy Yatch	<b>Phone:</b>	(714) 835-3355
<b>Event Date:</b>	11/09/2019	<b>Hours:</b>	Saturday: 10:00 AM - 2:00 PM
<b>Admission Price:</b>	Free	<b>Projected Attendance:</b>	4,000
<b>Vehicle Parking Fee:</b>	No Charge		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Crafters Village	11/08/2019 08:00 AM - 06:00 PM	Move In	Included
Heroes Hall	11/08/2019 08:00 AM - 06:00 PM	Move In	Included
Park Plaza	11/08/2019 08:00 AM - 06:00 PM	Move In	Included
Plaza Pacifica	11/08/2019 08:00 AM - 06:00 PM	Move In	Included
<b>Saturday</b>			
Crafters Village	11/09/2019 10:00 AM - 02:00 PM	Event	Included
Heroes Hall	11/09/2019 10:00 AM - 02:00 PM	Event	Included
Park Plaza	11/09/2019 10:00 AM - 02:00 PM	Event	Included
Plaza Pacifica	11/09/2019 10:00 AM - 02:00 PM	Event	Included
<b>Total:</b>			<b>Included</b>

Move out must be completed by 11:59 PM Saturday - November 9, 2019 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 4	4.00 EA	15.00 EA	Included
Chair (Individual)	Estimate 120	120.00 EA	2.50 EA	Included
Dumpster	Estimate 5	5.00 EA	18.00 EA	Included
Electrical Splitter Box	Estimate 14	14.00 EA	55.00 EA	Included
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	Included
Picnic Table (Rectangular & Round)	Estimate 70	70.00 EA	15.00 EA	Included
Portable Electronic Message Board	11/09/2019	2.00 EA	75.00 DAY	Included
<b>Total:</b>				<b>Included</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 12 Hours	12.00 HR	23.00 HR	Included
Janitorial Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	Included
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	Included
<b>Event Day</b>				
Grounds Attendant Lead	11/09/2019 10:00AM - 02:00PM	1.00 EA	30.00 HR	Included
Grounds Attendant	11/09/2019 10:00AM - 02:00PM	2.00 EA	23.00 HR	Included
Janitorial Attendant	11/09/2019 10:00AM - 02:00PM	6.00 EA	23.00 HR	Included
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	Included
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	Included
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	Included
<b>Event Sales &amp; Services</b>				
Event Coordinator	11/09/2019 10:00AM - 02:00PM	1.00 EA	47.00 HR	Included
<b>Parking</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	Included
Parking Attendant	Estimate 16 Hours	16.00 HR	23.00 HR	Included

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant	11/09/2019 09:30AM - 02:30PM	4.00	EA	23.00	HR	Included
<b>Total:</b>						<b>Included</b>

### Summary

Facility Rental Total						Included
Estimated Equipment, Reimbursable Personnel and Services Total						Included
<b>Grand Total:</b>						<b>Included</b>

Please Remit Payment in \*Check Only\*

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

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

### FACILITY, EQUIPMENT & REIMBURSABLE PERSONNEL FEES

Facility, equipment and reimbursable personnel fees are all included as part of co-production between OCFEC and Orange County Employees Association for the Veterans Day Celebration 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

November 15, 2019

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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 6, 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:

**Impulso Holiday Event**

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

**\$1,928.00**

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**

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

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

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

**Title: Jorge Cornejo**

**Title: Michele A. Richards, Interim Chief Executive Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b> Impulso Holiday Event	<b>Contract No:</b> R-164-19
<b>Contact Person:</b> Jorge Cornejo	<b>Phone:</b> (949) 244-5589
<b>Event Date:</b> 12/06/2019	<b>Hours:</b> Friday: 6:00 PM - 11:00 PM

**Vehicle Parking Fee:** No Charge (Private Event)      **Projected Attendance:** 40

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Baja Blues Restaurant	12/06/2019 03:00 PM - 06:00 PM	Move In	No Charge
Baja Blues Restaurant	12/06/2019 06:00 PM - 11:00 PM	Event	850.00
<b>Move out must be completed by 11:59 PM Friday - December 6, 2019 to avoid additional charges.</b>			<b>Total: 850.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT	200.00
Sweeper (In-House)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
<b>Total:</b>				<b>293.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Clean Up</b>				
Grounds Attendant	Estimate 1 Hours	1.00 HR	23.00 HR	23.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	10/07/2019 05:00PM - 11:00PM	1.00 EA	47.00 HR	282.00
<b><u>Insurance</u></b>				
S.E.L.I. Insurance	TBD	TBD EA	60.00 DAY	TBD
<b><u>Safety &amp; Security</u></b>				
Security Attendant	10/07/2019 05:30PM - 11:30PM	1.00 EA	23.00 HR	138.00
<b>Total:</b>				<b>535.00</b>

## Summary

Facility Rental Total	\$850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$828.00
Refundable Deposit	\$250.00
<b>Grand Total:</b>	
	<b>\$1,928.00</b>

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/22/2019	\$1,928.00
<b>Total:</b>		<b>\$1,928.00</b>

**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.

REVIEWED \_\_\_\_\_

DATE November 15, 2019

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Assemblywoman Cottie Petrie-Norris** 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 1, 2019 - November 1, 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:

**Inaugural Assembly District 74 Veterans Day Celebration**

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

**\$444.00**

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.

**Assemblywoman Cottie Petrie-Norris**  
**19712 MacArthur Boulevard, Suite 150**  
**Irvine, CA 92612**

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

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

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

**Title: Liz McNabb, District Coordinator**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Inaugural Assembly District 74 Veterans Day Celebration	<b>Contract No:</b>	RR-004-19
<b>Contact Person:</b>	Liz McNabb	<b>Phone:</b>	(949) 251-0074
<b>Event Date:</b>	11/01/2019 - 11/01/2019	<b>Hours:</b>	Friday: 10:00 AM - 11:30 AM
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	100

## Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Heroes Hall Courtyard	11/01/2019 09:00 AM - 10:00 AM	Move In	No Charge
Heroes Hall Courtyard	11/01/2019 10:00 AM - 11:30 AM	Event	Rental Relief

**Total: Rental Relief**

Move out must be completed by 11:30 AM Friday - November 1, 2019 to avoid additional charges.

## Estimated Equipment Fee

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55
Picnic Table (Rectangular & Round)	Estimate 7	7.00 EA	15.00 EA	105
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00 EA	TBD

**Total: 160.00**

## Reimbursable Personnel Fee

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Event Day</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
<b>Technology</b>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	TBD EVT	TBD

**Total: 184.00**

### Summary

Facility Rental Total	Rental Relief
Estimated Equipment, Reimbursable Personnel and Services Total	\$344.00
Refundable Deposit	

**Grand Total: \$344.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$344.00
<b>Total:</b>		<b>\$444.00</b>

Please Remit Payment in \*Check Only\*

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

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

**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

November 15, 2019

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tahiti Nui International** 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 7 - 11, 2020**

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

**See Exhibit A**

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

**OC PolyFest**

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

**\$44,562.00**

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.

**Tahiti Nui International**  
703 Ashcomb Drive  
La Puente, CA 91744

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

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

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

**Title: Rose Perreira, President**

**Title: Michele A. Richards, Interim Chief Executive Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	OC PolyFest	<b>Contract No:</b>	R-040-20
<b>Contact Person:</b>	Jonathan Perreira	<b>Phone:</b>	(626) 277-3321
<b>Event Date:</b>	05/08/2020 - 05/10/2020	<b>Hours:</b>	Friday: 9:00 AM - 7:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 6:00 PM
<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	5,000
<b>Vehicle Parking Fee:</b>	\$9.00 General Parking		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	05/07/2020 07:30 AM - 10:00 PM	Move In	1,175.00
The Hangar	05/07/2020 07:30 AM - 10:00 PM	Move In	1,825.00
<b>Friday</b>			
Anaheim Building (#16)	05/08/2020 09:00 AM - 07:00 PM	Event	2,350.00
Baja Blues Grass	05/08/2020 09:00 AM - 07:00 PM	Event	400.00
The Hangar	05/08/2020 09:00 AM - 07:00 PM	Event	3,650.00
<b>Saturday</b>			
Anaheim Building (#16)	05/09/2020 09:00 AM - 07:00 PM	Event	2,350.00
Baja Blues Grass	05/09/2020 09:00 AM - 07:00 PM	Event	400.00
The Hangar	05/09/2020 09:00 AM - 07:00 PM	Event	3,650.00
<b>Sunday</b>			
The Hangar	05/10/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Anaheim Building (#16)	05/10/2020 09:00 AM - 06:00 PM	Event	2,350.00
Baja Blues Grass	05/10/2020 09:00 AM - 06:00 PM	Event	400.00
<b>Monday</b>			
Anaheim Building (#16)	05/11/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Baja Blues Grass	05/11/2020 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>18,550.00</b>

**Hangar move out must be completed by 11:59 AM Sunday - May 10, 2020 to avoid additional charges.**

**Anaheim Building and Baja Blues Grass move out must be completed by 11:59 AM Monday - May 11, 2020 to avoid additional charges.**

## 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 DAY	150.00 DAY	TBD
25 MB Internet - Hard Line	05/08/2020 - 05/09/2020	1.00 DAY	250.00 DAY	500.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Bleacher (75 Seat Section)	TBD	TBD EA	200.00 EA	TBD
Bleachers (50 Seat Section)	TBD	TBD EA	125.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage	Estimate Only	1.00 EVT	1,950.00 EVT	1,950.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Marquee Board	05/04/2020 - 05/10/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	05/08/2020 - 05/10/2020	2.00 DAY	75.00 DAY	450.00
Public Address System (Per Building)	05/08/2020 - 05/09/2020	1.00 DAY	75.00 DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
<b>Total:</b>				<b>4,365.00</b>

# EXHIBIT A

Event Information						
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 6 Hours	6.00	HR	60.00	HR	360.00
<b>Event Day</b>						
Grounds Attendant Lead	05/08/2020 08:00AM - 08:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	05/08/2020 08:00AM - 08:00PM	2.00	EA	24.00	HR	576.00
Janitorial Attendant	05/08/2020 08:00AM - 08:00PM	4.00	EA	24.00	HR	1,152.00
Electrician	Estimate 6 Hours	6.00	HR	60.00	HR	360.00
Grounds Attendant Lead	05/09/2020 08:00AM - 08:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	05/09/2020 08:00AM - 08:00PM	2.00	EA	24.00	HR	576.00
Janitorial Attendant	05/09/2020 08:00AM - 08:00PM	4.00	EA	24.00	HR	1,152.00
Electrician	Estimate 6 Hours	6.00	HR	60.00	HR	360.00
Grounds Attendant Lead	05/10/2020 08:00AM - 07:00PM	1.00	EA	30.00	HR	330.00
Grounds Attendant	05/10/2020 08:00AM - 07:00PM	2.00	EA	24.00	HR	528.00
Janitorial Attendant	05/10/2020 08:00AM - 07:00PM	2.00	EA	24.00	HR	528.00
Electrician	TBD	TBD	HR	60.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 6 Hours	6.00	HR	60.00	HR	360.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	05/08/2020 08:00AM - 08:00PM	1.00	EA	48.50	HR	582.00
Event Coordinator	05/09/2020 08:00AM - 08:00PM	1.00	EA	48.50	HR	582.00
Event Coordinator	05/10/2020 08:00AM - 07:00PM	1.00	EA	48.50	HR	533.50
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	05/08/2020 08:30AM - 07:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	05/08/2020 08:30AM - 07:30PM	7.00	EA	24.00	HR	1,848.00
Security Attendant Lead	05/09/2020 08:30AM - 07:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	05/09/2020 08:30AM - 07:30PM	7.00	EA	24.00	HR	1,848.00
Security Attendant Lead	05/10/2020 08:30AM - 06:30PM	1.00	EA	30.00	HR	300.00
Security Attendant	05/10/2020 08:30AM - 06:30PM	7.00	EA	24.00	HR	1,680.00
<b><u>Technology</u></b>						
Technology Attendant	Estimate 2 Hours	2.00	HR	48.50	HR	97.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	05/08/2020 08:30AM - 07:30PM	2.00	EA	25.00	HR	550.00
Emergency Medical Services	05/09/2020 08:30AM - 07:30PM	2.00	EA	25.00	HR	550.00
Emergency Medical Services	05/10/2020 08:30AM - 06:30PM	2.00	EA	25.00	HR	500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>19,147.00</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$18,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$23,512.00
Refundable Deposit	\$2,500.00
<b>Grand Total:</b>	<b>\$44,562.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$4,637.50
Second Payment	02/07/2020	\$14,854.00
Third Payment	03/07/2020	\$14,854.00
Fourth Payment	04/07/2020	\$10,216.50
<b>Total:</b>		<b>\$44,562.00</b>

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

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

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

### 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.

### CANOPIES / TENTS

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

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

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

Event and building capacity will be determined by the State Fire Marshal.

REVIEWED \_\_\_\_\_

DATE November 15, 2019

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

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**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tex\*us Guitar Shows, 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

**January 17 - 20, 2020**

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:

**SoCAL World Guitar Show**

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

**\$17,035.50**

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.

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 1000**  
**Sperry, OK 74073**

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

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

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

**Title: Larry Briggs, Promoter**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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





# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	01/18/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
Event Coordinator	01/19/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	339.50

### Insurance

S.E.L.I. Insurance	01/18/2020 - 01/19/2020	1.00	EA	165.00	DAY	330.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00

### Safety & Security

Security Attendant - Overnight	01/17/2020 05:00PM - 10:00AM	1.00	EA	24.00	HR	408.00
Security Attendant - Overnight	01/18/2020 05:00PM - 09:00AM	1.00	EA	24.00	HR	384.00

### Technology

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

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 5,236.00**

### Summary

Facility Rental Total	\$9,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,910.50
Refundable Deposit	\$1,000.00

**Grand Total: \$17,035.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/18/2019	\$8,517.75
Second Payment	12/17/2019	\$8,517.75
<b>Total:</b>		<b>\$17,035.50</b>

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

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

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

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

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

REVIEWED \_\_\_\_\_

DATE November 15, 2019

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

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

**Rolling Antlers - 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 January 10, 2020. All campers must provide proof of insurance on or before January 12, 2020.**
- 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.

**Rolling Antlers**  
13624 Stanbridge Avenue  
Bellflower, CA 90706

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

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

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

**Title: Cynthia Riley, Wagon Master**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

REVIEWED \_\_\_\_\_

DATE

November 15, 2019

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**May 15 - 17, 2020**

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:

**Millikan High School Winter Formal**

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

**\$15,410.00**

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.

**First Class Events  
3419 Via Lido, Suite 373  
Newport Beach, CA 92663**

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

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

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

**Title: Hollie Keeton, CEO**

**Title: Michele A. Richards, Interim Chief Executive Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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# EXHIBIT A

## Event Information

<b>Event Name:</b>	Millikan High School Winter Formal	<b>Contract No:</b>	R-042-20
<b>Contact Person:</b>	Hollie Keeton	<b>Phone:</b>	(714) 401-4869
<b>Event Date:</b>	05/16/2020	<b>Hours:</b>	Saturday: 7:00 PM - 12:00 AM

<b>Vehicle Parking Fee:</b> \$9.00 General Parking	<b>Projected Attendance:</b>	500
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	05/15/2020 11:00 AM - 07:30 PM	Move In	1,825.00
<b>Saturday</b>			
The Hangar	05/16/2020 07:00 PM - 12:00 AM	Event	3,650.00
<b>Sunday</b>			
The Hangar	05/17/2020 06:00 AM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>5,475.00</b>

Move out must be completed by 11:59 AM Sunday - May 17, 2020 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade (Plastic)	Estimate 30	30.00 EA	15.00 EA	450.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EVT	350.00 EVT	350.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Portable Electronic Message Board	05/16/2020	2.00 DAY	75.00 DAY	150.00
Projector (12,000 Lumens)	05/16/2020	1.00 DAY	3,000.00 EA	3,000.00
Projector Screen in Hangar	05/16/2020	1.00 DAY	300.00 EA	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>4,602.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	24.00 HR	144.00
Electrician	Estimate 1 Hour	1.00 HR	60.00 HR	60.00
<b>Clean Up</b>				
Grounds Attendant Lead	05/16/2020 06:00PM - 01:00AM	1.00 EA	30.00 HR	210.00
Grounds Attendant	05/16/2020 06:00PM - 01:00AM	1.00 EA	24.00 HR	168.00
Janitorial Attendant	05/16/2020 06:00PM - 01:00AM	2.00 EA	24.00 HR	336.00
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	24.00 HR	120.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	24.00 HR	120.00
Electrician	Estimate 1 Hour	1.00 HR	60.00 HR	60.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	05/16/2020 06:00PM - 01:00AM	1.00 EA	48.50 HR	339.50
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant Lead	TBD	TBD EA	30.00 HR	TBD
Security Attendant	05/16/2020 06:30PM - 12:30AM	3.00 EA	24.00 HR	432.00

# EXHIBIT A

## Event Information

### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>3,158.00</b>

### Summary

Facility Rental Total	\$5,475.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,760.00
Parking Buyout (Based on 75 vehicles at \$9.00 per vehicle)	\$675.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$15,410.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$1,368.75
Second Payment	03/16/2020	\$7,020.80
Final Payment	04/15/2020	\$7,020.45
<b>Total:</b>		<b>\$15,410.00</b>

**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.**

### ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

### ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

### AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event. Additional costs to be determined.

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

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

### SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. All amplified music/sound must be contained inside The Hangar building. **Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Millikan High School must comply with request. The Hangar doors must remain closed after 9:00 PM to contain sound.**