

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2020**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-010-20 (Amended)*	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products)	01/16/20-01/20/20	\$100,494.50
R-011-20 (Amended)*	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products)	03/19/20-03/23/20	\$100,404.50
R-012-20 (Amended)*	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products)	06/04/20-06/08/20	\$100,494.50
R-013-20 (Amended)*	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products)	08/20/20-08/24/20	\$97,704.50
R-014-20 (Amended)*	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products)	11/25/20-12/01/20	\$101,733.50
R-028-20	Train Show Inc.	Great Train Show	Consumer Show (CON)	Costa Mesa Building (#10), Huntington Beach Building (#12)	02/07/20-02/10/20	\$33,477.50
R-029-20	Pacific Coast Sportfishing Magazine	Pacific Coast Sportfishing Festival	Consumer Show (CON)	Costa Mesa Building (#10)	02/12/20-02/17/20	\$26,958.00
R-030-20 (Amended)*	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	02/26/20-03/02/20	\$53,783.50
R-035-20 (Amended)*	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	05/13/20-05/18/20	\$53,783.50
R-036-20 (Amended)*	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	08/26/20-08/31/20	\$53,783.50
R-037-20 (Amended)*	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	10/07/20-10/12/20	\$53,783.50
R-038-20 (Amended)*	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	12/02/20-12/07/20	\$53,783.50
R-043-20 (Amended)*	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	02/19/20-02/20/20	\$14,591.25
R-044-20 (Amended)*	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	04/08/20-04/09/20	\$14,591.25
R-045-20 (Amended)*	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	06/10/20-06/11/20	\$14,591.25
R-046-20 (Amended)*	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	08/26/20-08/27/20	\$14,591.25

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-047-20 (Amended)*	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	10/14/20-10/15/20	\$14,591.25
R-048-20 (Amended)*	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	12/02/20-12/03/20	\$14,591.25
R-050-20	Costa Mesa Police Department	Costa Mesa Police Department Officer Training	Training (TRA)	Parking Lot H	01/01/20-12/31/20	\$100.00 per day
R-055-20	Cruisin' For A Cure	Cruisin' For A Cure	Consumer Show (CON)	Anaheim Building (#16), Baja Blues Restaurant, Campground, Costa Mesa Building (#10), Country Meadows, Crafters Village, Festival Field Asphalt, Festival Field Grass, Huntington Beach Building (#12), Livestock Lane, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot E, Parking Lot F, Parking Lot G, Parking Lot I, Parking Lot P, Plaza Pacifica, Santa Ana Pavilion (Parade of Products), South Lawn, The Hangar	09/23/20-09/27/20	\$47,475.00
R-058-20	Legacy Fighting Alliance, LLC	Legacy Fighting Alliance, LLC	Competition/Tournament (COM)	The Hangar	01/30/20-02/01/20	\$24,313.75
R-060-20	Roy Englebrecht Promotions	Fight Club OC - Golden Boy January Special Edition	Competition/Tournament (COM)	The Hangar	01/22/20-01/23/20	\$16,053.75

* Amended = updated form to State required language and formatting

EXHIBIT B

INSURANCE REQUIREMENTS

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized

events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 - 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve

contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

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

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor, by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code Section 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. Governing Law

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

8. **Conflict of Interest (PCC 10410, 10411, 10420)**

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. **Contractor Name Change**

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

10. **Air or Water Pollution Violation (WC 13301)**

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

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 16 - 20, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Crossroads of the West Gun Show

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

\$ 100,494.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037**

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

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-010-20 REVISED
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	01/18/2020 - 01/19/2020	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Price: Adult: \$16.00 Child: 12 years and under free with a supervising adult

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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	01/16/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	01/16/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	01/16/2020 06:00 AM - 05:00 PM	Move In	1,025.00
Friday			
Anaheim Building (#16)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	01/17/2020 06:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	01/17/2020 06:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	01/17/2020 06:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	01/17/2020 06:00 AM - 07:00 PM	Move In	1,025.00
Saturday			
Anaheim Building (#16)	01/18/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	01/18/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	01/18/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	01/18/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	01/18/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	01/18/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	01/18/2020 09:00 AM - 05:00 PM	Event	2,050.00
Sunday			
Anaheim Building (#16)	01/19/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	01/19/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	01/19/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	01/19/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	01/19/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	01/19/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	01/19/2020 09:00 AM - 04:00 PM	Event	2,050.00
Monday			
Anaheim Building (#16)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	01/20/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - January 20, 2020 to avoid additional charges.

Total: 50,300.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00

EXHIBIT A

Event Information						
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	12/28/2019 - 01/19/2020	4.00	WK	Included		Included
Portable Electronic Message Board	01/18/2020 - 01/19/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	01/17/2020 - 01/19/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
Total:						11,375.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
Event Day						
Grounds Attendant Lead	01/18/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	01/18/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	01/18/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	01/18/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	01/18/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	01/19/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	01/19/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<u>Event Sales & Services</u>						
Event Coordinator	01/18/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	01/19/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
Parking Attendant Lead	01/17/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	01/17/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<u>Safety & Security</u>						
Security Attendant - Overnight	01/17/2020 07:00 PM - 01/18/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	01/18/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	01/18/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	01/18/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	01/18/2020 07:00 AM - 01/19/2020 06:00 PM	2.00	EA	24.00	HR	528.00

EXHIBIT A

Event Information							
Security Attendant Lead	01/19/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR		300.00
Security Attendant	01/19/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR		1,056.00
Security Attendant	01/19/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR		1,920.00
Security Attendant - Ammo Dealer	01/19/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR		480.00

Technology

Creative Services	Estimate 2 Hours (Marketing Assets)	2.00	HR	45.00	HR		90.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT		100.00

Outside Services

Emergency Medical Services	01/18/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR		475.00
Emergency Medical Services	01/19/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR		425.00
Orange County Sheriff Services	01/18/2020 Estimate Only	1.00	EA	5,500.00	EVT		5,500.00
Orange County Sheriff Services	01/19/2020 Estimate Only	1.00	EA	5,500.00	EVT		5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR		394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT		1,510.00

Total: 37,319.50

Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,694.50
Refundable Deposit	\$1,500.00

Grand Total: \$100,494.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/15/2019	\$50,247.25
Second Payment	12/16/2019	\$50,247.25

Total: \$100,494.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-011-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 19 - 23, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Crossroads of the West Gun Show

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

\$ 100,404.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037

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

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-011-20 REVISED
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	03/21/2020 - 03/22/2020	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Price: Adult: \$16.00 Child: 12 years and under free with a supervising adult

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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
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Monday

Anaheim Building (#16)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	03/22/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	03/22/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/22/2020 06:00 AM - 05:00 PM	Move In	1,025.00

Tuesday

Anaheim Building (#16)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	03/23/2020 06:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	03/23/2020 06:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	03/23/2020 06:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/23/2020 06:00 AM - 07:00 PM	Move In	1,025.00

Wednesday

Anaheim Building (#16)	03/21/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	03/21/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	03/21/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	03/21/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	03/21/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	03/21/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/21/2020 09:00 AM - 05:00 PM	Event	2,050.00

Thursday

Anaheim Building (#16)	03/22/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	03/22/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	03/22/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	03/22/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	03/22/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	03/22/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/22/2020 09:00 AM - 04:00 PM	Event	2,050.00

Friday

Anaheim Building (#16)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/23/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - March 23, 2020 to avoid additional charges.

Total: 50,300.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00

EXHIBIT A

Event Information						
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/20/2020 - 03/22/2020	4.00	WK	Included		Included
Portable Electronic Message Board	03/21/2020 - 03/22/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	03/23/2020 - 03/22/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
Total:						11,375.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
Event Day						
Grounds Attendant Lead	03/21/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	03/21/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
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Janitorial Attendant	03/21/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	03/21/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
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Janitorial Attendant	03/22/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<u>Event Sales & Services</u>						
Event Coordinator	03/21/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	03/22/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
Parking Attendant Lead	03/23/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	03/23/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<u>Safety & Security</u>						
Security Attendant - Overnight	03/23/2020 07:00 PM - 03/21/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	03/21/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	03/21/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	03/21/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	03/21/2020 07:00 AM - 03/22/2020 06:00 PM	2.00	EA	24.00	HR	528.00

EXHIBIT A

Event Information							
Security Attendant Lead	03/22/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00	
Security Attendant	03/22/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00	
Security Attendant	03/22/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00	
Security Attendant - Ammo Dealer	03/22/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00	

Technology

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

Emergency Medical Services	03/21/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00	
Emergency Medical Services	03/22/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00	
Orange County Sheriff Services	03/22/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00	
Orange County Sheriff Services	03/23/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00	

Total: 37,229.50

Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,604.50
Refundable Deposit	\$1,500.00

Grand Total: \$100,404.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/16/2020	\$50,202.25
Second Payment	02/14/2020	\$50,202.25

Total: \$100,404.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-012-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

June 4 - 8, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Crossroads of the West Gun Show

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

\$ 100,494.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037**

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

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-012-20 REVISED
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	06/06/2020 - 06/07/2020	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Price: Adult: \$16.00 Child: 12 years and under free with a supervising adult

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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	06/04/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	06/04/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	06/04/2020 06:00 AM - 05:00 PM	Move In	1,025.00
Friday			
Anaheim Building (#16)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	06/05/2020 06:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	06/05/2020 06:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	06/05/2020 06:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	06/05/2020 06:00 AM - 07:00 PM	Move In	1,025.00
Saturday			
Anaheim Building (#16)	06/06/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	06/06/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	06/06/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	06/06/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	06/06/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	06/06/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	06/06/2020 09:00 AM - 05:00 PM	Event	2,050.00
Sunday			
Anaheim Building (#16)	06/07/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	06/07/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	06/07/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	06/07/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	06/07/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	06/07/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	06/07/2020 09:00 AM - 04:00 PM	Event	2,050.00
Monday			
Anaheim Building (#16)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	06/08/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - June 8, 2020 to avoid additional charges.

Total: 50,300.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00

Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	05/11/2020 - 06/07/2020	4.00	WK	Included		Included
Portable Electronic Message Board	06/06/2020 - 06/07/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	06/05/2020 - 06/07/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00

Total: 11,375.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
Event Day						
Grounds Attendant Lead	06/06/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	06/06/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	06/06/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	06/06/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	06/06/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	06/07/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	06/07/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<u>Event Sales & Services</u>						
Event Coordinator	06/06/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	06/07/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
Parking Attendant Lead	06/05/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	06/05/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<u>Safety & Security</u>						
Security Attendant - Overnight	06/05/2020 07:00 PM - 06/06/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	06/06/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	06/06/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	06/06/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	06/06/2020 07:00 AM - 06/07/2020 06:00 PM	2.00	EA	24.00	HR	528.00

EXHIBIT A

Event Information						
Security Attendant Lead	06/07/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00
Security Attendant	06/07/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00
Security Attendant	06/07/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00
Security Attendant - Ammo Dealer	06/07/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00

Technology

Creative Services	Estimate 2 Hours (Marketing Assets)	2.00	HR	45.00	HR	90.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Emergency Medical Services	06/06/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00
Emergency Medical Services	06/07/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00
Orange County Sheriff Services	06/06/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	06/07/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00

Total: 37,319.50

Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,694.50
Refundable Deposit	\$1,500.00

Grand Total: \$100,494.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/04/2020	\$33,498.00
Second Payment	04/04/2020	\$33,498.00
Third Payment	05/03/2020	\$33,498.50

Total: \$100,494.50

Please Remit Payment in *Check Only*

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

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

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OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-013-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

August 20 - 24, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Crossroads of the West Gun Show

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

\$ 97,704.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037

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

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-013-20 REVISED
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	08/22/2020 - 08/23/2020	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Price: Adult: \$16.00 Child: 12 years and under free with a supervising adult

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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
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Friday

Anaheim Building (#16)	08/20/2020 Not Available	Not Available	Not Available
Costa Mesa Building (#10)	08/20/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	08/20/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	08/20/2020 Not Available	Not Available	Not Available
OC Promenade (Span)	08/20/2020 Not Available	Not Available	Not Available
Santa Ana Pavilion (Parade of Products)	08/20/2020 06:00 AM - 05:00 PM	Move In	1,025.00

Saturday

Anaheim Building (#16)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	08/21/2020 05:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,525.00
Main Mall	08/21/2020 05:00 AM - 07:00 PM	Move In	850.00
OC Promenade (Span)	08/21/2020 05:00 AM - 07:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	08/21/2020 05:00 AM - 07:00 PM	Move In	1,025.00

Sunday

Anaheim Building (#16)	08/22/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	08/22/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	08/22/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	08/22/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	08/22/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	08/22/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	08/22/2020 09:00 AM - 05:00 PM	Event	2,050.00

Monday

Anaheim Building (#16)	08/23/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	08/23/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	08/23/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	08/23/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	08/23/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	08/23/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	08/23/2020 09:00 AM - 04:00 PM	Event	2,050.00

Tuesday

Anaheim Building (#16)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/24/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - August 24, 2020 to avoid additional charges.

Total: 47,600.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD

EXHIBIT A

Event Information						
Dumpster	Estimate 100	100.00	EA	18.00	EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EA	1,250.00	EVT	1,250.00
Forklift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	8.00	EA	3,200.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	07/21/2020 - 08/23/2020	4.00	WK	Included		Included
Portable Electronic Message Board	08/22/2020 - 08/23/2020	2.00	EA	75.00	DAY	300.00
Public Address System (Per Building)	08/21/2020 - 08/23/2020	4.00	EA	75.00	DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00

Total: 11,375.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
Event Day						
Grounds Attendant Lead	08/22/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/22/2020 08:00 AM - 05:00 PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant Lead	08/22/2020 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	08/22/2020 08:00 AM - 05:00 PM	9.00	EA	24.00	HR	1,944.00
Electrician	08/22/2020 08:00 AM - 05:00 PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	08/23/2020 08:00 AM - 04:00 PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant Lead	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	08/23/2020 08:00 AM - 04:00 PM	9.00	EA	24.00	HR	1,728.00
Electrician	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	60.00	HR	480.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	Estimate 5 Hours	5.00	HR	60.00	HR	300.00
<u>Event Sales & Services</u>						
Event Coordinator	08/22/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	08/23/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
Parking Attendant Lead	08/21/2020 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Parking Attendant	08/21/2020 08:00 AM - 07:00 PM	5.00	EA	24.00	HR	1,320.00
<u>Safety & Security</u>						
Security Attendant - Overnight	08/21/2020 07:00 PM - 08/22/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	08/22/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant - Overnight	08/22/2020 05:00 PM - 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant - Ammo Dealer	08/22/2020 07:00 AM - 06:00 PM	2.00	EA	24.00	HR	528.00
Security Attendant	08/22/2020 07:00 AM - 08/23/2020 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant Lead	08/23/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00
Security Attendant	08/23/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00

EXHIBIT A

Event Information

Security Attendant	08/23/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00
Security Attendant - Ammo Dealer	08/23/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00

Technology

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

Emergency Medical Services	08/22/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00
Emergency Medical Services	08/23/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00
Orange County Sheriff Services	08/22/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	08/23/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00

Total: 37,229.50

Summary

Facility Rental Total	\$47,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,604.50
Refundable Deposit	\$1,500.00

Grand Total: \$97,704.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/20/2019	\$32,568.00
Second Payment	06/19/2019	\$32,568.00
Third Payment	07/20/2020	\$32,568.50

Total: \$97,704.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-014-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **B & L Productions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

November 25 - December 1, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Crossroads of the West Gun Show

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

\$ 101,733.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037**

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

By _____ Date: _____

By _____ Date: _____

Title: Tracy Olcott, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-014-20 REVISED
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Dates:	11/29/2020 - 11/30/2020	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Price: Adult: \$16.00 Child: 12 years and under free with a supervising adult

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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Anaheim Building (#16)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Costa Mesa Building (#10)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Huntington Beach Building (#12)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Los Alamitos Building (#14)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
OC Promenade (Span)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Santa Ana Pavilion (Parade of Products)	11/25/2020 06:00 AM - 05:00 PM	Rental Drop Off	No Charge
Thursday			
Anaheim Building (#16)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	11/26/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,525.00
OC Promenade (Span)	11/26/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	11/26/2020 06:00 AM - 05:00 PM	Move In	1,025.00
Friday			
Anaheim Building (#16)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Costa Mesa Building (#10)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Huntington Beach Building (#12)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Los Alamitos Building (#14)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
OC Promenade (Span)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Santa Ana Pavilion (Parade of Products)	11/27/2020 06:00 AM - 05:00 PM	Dark Day	No Charge
Saturday			
Anaheim Building (#16)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,175.00
Costa Mesa Building (#10)	11/28/2020 06:00 AM - 05:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,525.00
Main Mall	11/28/2020 06:00 AM - 05:00 PM	Move In	850.00
OC Promenade (Span)	11/28/2020 06:00 AM - 05:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	11/28/2020 06:00 AM - 05:00 PM	Move In	1,025.00
Sunday			
Anaheim Building (#16)	11/29/2020 09:00 AM - 05:00 PM	Event	2,350.00
Costa Mesa Building (#10)	11/29/2020 09:00 AM - 05:00 PM	Event	4,450.00
Huntington Beach Building (#12)	11/29/2020 09:00 AM - 05:00 PM	Event	3,450.00
Los Alamitos Building (#14)	11/29/2020 09:00 AM - 05:00 PM	Event	3,050.00
Main Mall	11/29/2020 09:00 AM - 05:00 PM	Event	1,700.00
OC Promenade (Span)	11/29/2020 09:00 AM - 05:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	11/29/2020 09:00 AM - 05:00 PM	Event	2,050.00
Monday			
Anaheim Building (#16)	11/30/2020 09:00 AM - 04:00 PM	Event	2,350.00
Costa Mesa Building (#10)	11/30/2020 09:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	11/30/2020 09:00 AM - 04:00 PM	Event	3,450.00
Los Alamitos Building (#14)	11/30/2020 09:00 AM - 04:00 PM	Event	3,050.00
Main Mall	11/30/2020 09:00 AM - 04:00 PM	Event	1,700.00
OC Promenade (Span)	11/30/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	11/30/2020 09:00 AM - 04:00 PM	Event	2,050.00
Tuesday			
Anaheim Building (#16)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge

EXHIBIT A

Event Information

Costa Mesa Building (#10)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	12/01/2020 06:00 AM - 12:00 PM	Move Out	No Charge

OC Promenade available at no charge in 2020 only.

Move out must be completed by 12:00 Noon on Monday - December 1, 2020 to avoid additional charges.

Total: 50,300.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 100	100.00 EA	18.00 EA	1,800.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EA	1,250.00 EVT	1,250.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 2 Day	Estimate 400	400.00 EA	8.00 EA	3,200.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	10/27/2020 - 11/30/2020	4.00 WK	Included	Included
Portable Electronic Message Board	11/29/2020 - 11/30/2020	2.00 EA	75.00 DAY	300.00
Public Address System (Per Building)	11/28/2020 - 11/30/2020	4.00 EA	75.00 DAY	900.00
Scissor Lift	Estimate 14 Hours	14.00 HR	75.00 HR	1,050.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EA	300.00

Total: 11,375.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	45.00 HR	360.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	36.00 HR	576.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
Electrician	Estimate 5 Hours	5.00 HR	90.00 HR	450.00
Event Day				
Grounds Attendant Lead	11/29/2020 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/29/2020 08:00 AM - 05:00 PM	2.00 EA	24.00 HR	432.00
Janitorial Attendant Lead	11/29/2020 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	11/29/2020 08:00 AM - 05:00 PM	9.00 EA	24.00 HR	1,944.00
Electrician	11/29/2020 08:00 AM - 05:00 PM	0.00 EA	60.00 HR	0.00
Grounds Attendant Lead	11/30/2020 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/30/2020 08:00 AM - 04:00 PM	2.00 EA	24.00 HR	384.00
Janitorial Attendant Lead	11/30/2020 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	11/30/2020 08:00 AM - 04:00 PM	9.00 EA	24.00 HR	1,728.00
Electrician	11/30/2020 08:00 AM - 04:00 PM	1.00 EA	60.00 HR	480.00
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	24.00 HR	960.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
Electrician	Estimate 5 Hours	5.00 HR	60.00 HR	300.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	11/28/2020 09:00 AM - 05:00 PM	1.00	EA	72.75	HR	582.00
Event Coordinator	11/29/2020 07:00 AM - 05:00 PM	1.00	EA	48.50	HR	485.00
Event Coordinator	11/30/2020 08:00 AM - 04:00 PM	1.00	EA	48.50	HR	388.00

Parking

Parking Attendant Lead	11/28/2020 08:00 AM - 07:00 PM	1.00	EA	45.00	HR	495.00
Parking Attendant	11/28/2020 08:00 AM - 07:00 PM	5.00	EA	36.00	HR	1,980.00

Safety & Security

Security Attendant - Overnight	11/28/2020 07:00 PM - 11/29/2020 07:00 AM	5.00	EA	24.00	HR	1,440.00
Security Attendant Lead	11/29/2020 07:00 AM - 06:00 PM	1.00	EA	30.00	HR	330.00
Security Attendant	11/29/2020 07:00 AM - 06:00 PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Ammo Dealer	11/29/2020 07:00 AM - 06:00 PM	2.00	EA	24.00	HR	528.00
Security Attendant - Overnight	11/29/2020 05:00 PM - 11/30/2020 08:00 AM	5.00	EA	24.00	HR	1,800.00
Security Attendant Lead	11/30/2020 08:00 AM - 06:00 PM	1.00	EA	30.00	HR	300.00
Security Attendant	11/30/2020 08:00 AM - 06:00 PM	8.00	EA	24.00	HR	1,920.00
Security Attendant - Ammo Dealer	11/30/2020 08:00 AM - 06:00 PM	2.00	EA	24.00	HR	480.00
Security Attendant	11/30/2020 08:00 AM - 07:00 PM	4.00	EA	24.00	HR	1,056.00

Technology

Creative Services	Estimate 2 Hours (Marketing Assets)	2.00	HR	45.00	HR	90.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Emergency Medical Services	11/29/2020 08:00 AM - 05:30 PM	2.00	EA	25.00	HR	475.00
Emergency Medical Services	11/30/2020 08:00 AM - 04:30 PM	2.00	EA	25.00	HR	425.00
Orange County Sheriff Services	11/29/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	11/30/2020 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00

Total: 38,558.50

Summary

Facility Rental Total	\$50,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$49,933.50
Refundable Deposit	\$1,500.00

Grand Total: \$101,733.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/25/2020	\$33,911.00
Second Payment	09/25/2020	\$33,911.00
Third Payment	10/26/2020	\$33,911.50

Total: \$101,733.50

Please Remit Payment in *Check Only*

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

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EXHIBIT A

Event Information

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OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-028-20**
DATE **January 8, 2020**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Train Show Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 7 - 10, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Great Train Show

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

\$ 33,477.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Bill Grove, President

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Great Train Show	Contract No:	R-028-20
Contact Person:	Bill Grove	Phone:	(630) 383-2018
Event Date:	02/08/2020 - 02/09/2020	Hours:	Saturday: 10:00 AM - 4:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD		

Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	3,000
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	02/07/2020 10:00 AM - 06:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	02/07/2020 10:00 AM - 06:00 PM	Move In	1,725.00
Saturday			
Costa Mesa Building (#10)	02/08/2020 10:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	02/08/2020 10:00 AM - 04:00 PM	Event	3,450.00
Sunday			
Costa Mesa Building (#10)	02/09/2020 10:00 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	02/09/2020 10:00 AM - 04:00 PM	Event	3,450.00
Monday			
Costa Mesa Building (#10)	02/10/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	02/10/2020 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 19,750.00

Move out must be completed by 11:59 PM Monday - February 10, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 12	12.00 EA	25.00 EA	300.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 17	17.00 EA	18.00 EA	306.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	800.00 EVT	800.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 100	100.00 EA	8.00 EA	800.00
Marquee Board	01/13/2020 - 02/10/2020	1.00 EA	Included	Included
Portable Electronic Message Board	02/08/2020 - 02/09/2020	2.00 DAY	75.00 DAY	300.00
Public Address System (Per Building)	02/07/2020 - 02/09/2020	2.00 DAY	75.00 DAY	450.00
Scissor Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00

Total: 4,541.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	24.00 HR	144.00
Electrician	Estimate 4 Hours	4.00 HR	60.00 HR	240.00
Event Day				
Grounds Attendant Lead	02/08/2020 09:00AM - 04:00PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	02/08/2020 09:00AM - 04:00PM	2.00 EA	24.00 HR	336.00
Janitorial Attendant	02/08/2020 09:00AM - 04:00PM	4.00 EA	24.00 HR	672.00
Grounds Attendant Lead	02/09/2020 09:00AM - 04:00PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	02/09/2020 09:00AM - 04:00PM	2.00 EA	24.00 HR	336.00
Janitorial Attendant	02/09/2020 09:00AM - 04:00PM	4.00 EA	24.00 HR	672.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	24.00	HR	144.00
Electrician	Estimate 3 Hours	3.00	HR	60.00	HR	180.00

Event Sales & Services

Event Coordinator	02/08/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	339.50
Event Coordinator	02/09/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	339.50

Parking

Parking Attendant Lead	02/07/2020 10:00AM - 06:00PM	1.00	EA	30.00	HR	240.00
Parking Attendant	02/07/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00

Safety & Security

Security Attendant - Overnight	02/07/2020 06:00PM - 07:00AM	1.00	EA	24.00	HR	312.00
Security Attendant	02/08/2020 09:00AM - 03:30PM	2.00	EA	24.00	HR	312.00
Security Attendant - Overnight	02/08/2020 04:00PM - 09:00AM	1.00	EA	24.00	HR	408.00
Security Attendant	02/09/2020 09:00AM - 03:30PM	2.00	EA	24.00	HR	312.00

Technology

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

Emergency Medical Services	02/08/2020 09:30AM - 04:30PM	2.00	EA	25.00	HR	350.00
Emergency Medical Services	02/09/2020 09:30AM - 04:00PM	2.00	EA	25.00	HR	325.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 7,686.50

Summary

Facility Rental Total	\$19,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,227.50
Refundable Deposit	\$1,500.00

Grand Total: \$33,477.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/08/2020	\$16,738.75
Second Payment	01/29/2020	\$16,738.75

Total: \$33,477.50

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-029-19**

DATE **January 8, 2020**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pacific Coast Sportfishing Magazine** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 12 - 17, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Pacific Coast Sportfishing Festival

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

\$ 26,958.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**Pacific Coast Sportfishing Magazine
240 Newport Center Drive, Suite 205
Newport Beach, CA 92660**

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

By _____ Date: _____

By _____ Date: _____

Title: Bill DePriest, Publisher/Editor

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Pacific Coast Sportfishing Festival	Contract No:	R-029-20
Contact Person:	Bill DePriest	Phone:	(949) 650-3474 ext 205
Event Date:	02/14/2020 - 02/16/2020	Hours:	Friday: 1:00 PM - 7:00 PM Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adults: \$15.00 Children (12 & Under): Free Active Duty Military with ID: Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,000

Booking Function

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	02/12/2020 08:00 AM - 10:00 PM	Move In	No Charge
Thursday			
Costa Mesa Building (#10)	02/13/2020 08:00 AM - 10:00 PM	Move In	No Charge
Friday			
Costa Mesa Building (#10)	02/14/2020 01:00 PM - 07:00 PM	Event	4,450.00
Saturday			
Costa Mesa Building (#10)	02/15/2020 10:00 AM - 05:00 PM	Event	4,450.00
Sunday			
Costa Mesa Building (#10)	02/16/2020 10:00 AM - 05:00 PM	Event	4,450.00
Monday			
Costa Mesa Building (#10)	02/17/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Total:			13,350.00

Move out must be completed by 12:00 PM Monday - February 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>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 21	21.00 EA	18.00 EA	378.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	900.00 EVT	900.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 3 Day	Estimate 120	120.00 EA	12.00 EA	1,440.00
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	02/10/2020 - 02/16/2020	1.00 EA	Included	Included
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00 EA	TBD
Portable Electronic Message Board	02/14/2020 - 02/16/2020	1.00 DAY	75.00 DAY	225.00
Public Address System (Per Building)	TBD	TBD DAY	75.00 DAY	TBD
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Total:			4,088.00	

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	24.00 HR	144.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR	60.00

EXHIBIT A

Event Information							
Event Day							
Grounds Attendant Lead	02/14/2020 12:00PM - 07:00PM	1.00	EA	30.00	HR	210.00	
Grounds Attendant	02/14/2020 12:00PM - 07:00PM	2.00	EA	24.00	HR	336.00	
Janitorial Attendant	02/14/2020 12:00PM - 07:00PM	3.00	EA	24.00	HR	504.00	
Grounds Attendant Lead	02/15/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00	
Grounds Attendant	02/15/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00	
Janitorial Attendant	02/15/2020 09:00AM - 05:00PM	3.00	EA	24.00	HR	576.00	
Grounds Attendant Lead	02/16/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00	
Grounds Attendant	02/16/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00	
Janitorial Attendant	02/16/2020 09:00AM - 05:00PM	3.00	EA	24.00	HR	576.00	
Clean Up							
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	30.00	HR	180.00	
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00	
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00	
Electrician	Estimate 1 Hours	1.00	HR	60.00	HR	60.00	
<u>Event Sales & Services</u>							
Event Coordinator	02/14/2020 12:00PM - 07:00PM	1.00	EA	48.50	HR	339.50	
Event Coordinator	02/15/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00	
Event Coordinator	02/16/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00	
<u>Parking</u>							
Parking Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00	
Parking Attendant	Estimate 20 Hours	20.00	HR	24.00	HR	480.00	
<u>Safety & Security</u>							
Security Attendant	02/14/2020 12:30PM - 07:30PM	2.00	EA	24.00	HR	336.00	
Security Attendant	02/15/2020 09:30AM - 05:30PM	2.00	EA	24.00	HR	384.00	
Security Attendant	02/16/2020 09:30AM - 05:30PM	2.00	EA	24.00	HR	384.00	
<u>Technology</u>							
Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD	
<u>Outside Services</u>							
Emergency Medical Services	02/14/2020 12:30PM - 07:30PM	2.00	EA	25.00	HR	350.00	
Emergency Medical Services	02/15/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00	
Emergency Medical Services	02/16/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD	
Total:						9,020.00	
Summary							
Facility Rental Total						\$13,350.00	
Estimated Equipment, Reimbursable Personnel and Services Total						\$13,108.00	
Refundable Deposit						\$500.00	
Grand Total:						\$26,958.00	

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
Second Payment	01/08/2020	\$13,479.00
Third Payment	01/22/2020	\$13,479.00
Total:		\$26,958.00

Please Remit Payment in *Check Only*

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

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

BANNERS

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

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.

FORM F-31

AGREEMENT NO. R-030-20 REVISED

REVIEWED _____

DATE January 8, 2020

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 26 - March 2, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

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

\$ 53,783.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-030-20 REVISED	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	02/28/2020 - 03/01/2020	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12-FREE			
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	02/26/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	02/26/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	02/26/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Thursday				
Costa Mesa Building (#10)	02/27/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	02/27/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	02/27/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Friday				
Costa Mesa Building (#10)	02/28/2020 12:00 PM - 06:00 PM	Event	4,450.00	
¼ Main Mall	02/28/2020 12:00 PM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	02/28/2020 12:00 PM - 06:00 PM	Event	2,050.00	
Saturday				
Costa Mesa Building (#10)	02/29/2020 10:00 AM - 06:00 PM	Event	4,450.00	
¼ Main Mall	02/29/2020 10:00 AM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	02/29/2020 10:00 AM - 06:00 PM	Event	2,050.00	
Sunday				
Costa Mesa Building (#10)	03/01/2020 10:00 AM - 05:00 PM	Event	4,450.00	
¼ Main Mall	03/01/2020 10:00 AM - 05:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	03/01/2020 10:00 AM - 05:00 PM	Event	2,050.00	
Monday				
Costa Mesa Building (#10)	03/02/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	03/02/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	03/02/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
			Total:	27,700.00
Move out must be completed by 12:00 PM Monday - March 2, 2020 to avoid additional charges.				

Move out must be completed by 12:00 PM Monday - March 2, 2020 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00	EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00	EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00	EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00	EA	540.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00 EVT	3,300.00	EVT	3,300.00
Forklift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Man Lift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Marquee Board	02/08/2020 - 03/01/2020	1.00 WK	Included		Included
Portable Electronic Message Board	02/28/2020 - 03/01/2020	2.00 DAY	75.00	DAY	450.00
Public Address System (Per Building)	02/28/2020 - 03/01/2020	2.00 DAY	75.00	DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00	EA	100.00

EXHIBIT A

Event Information						
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00	EA	15.00	EA	15.00
				Total:	10,080.00	
Reimbursable Personnel Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
Event Day						
Grounds Attendant Lead	02/28/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	02/28/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	02/28/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	02/29/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
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Janitorial Attendant	02/29/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	03/01/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	03/01/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant	03/01/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	24.00	HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	60.00	HR	600.00
Event Sales & Services						
Event Coordinator	02/28/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	02/29/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	03/01/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
Parking						
Parking Attendant Lead	02/27/2020 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	02/27/2020 10:00AM - 07:00PM	2.00	EA	24.00	HR	432.00
Safety & Security						
Security Attendant	02/27/2020 09:45AM - 06:00PM	4.00	EA	24.00	HR	792.00
Security Attendant - Overnight	02/27/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	02/28/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	02/28/2020 07:00AM - 12:00PM	2.00	EA	24.00	HR	240.00
Security Attendant - Daytime	02/28/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Overnight	02/28/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	02/29/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	02/29/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	02/29/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Overnight	02/29/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	03/01/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	03/01/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	03/01/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Tear Down	03/01/2020 04:00PM - 09:00PM	4.00	EA	24.00	HR	480.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	02/28/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	02/29/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	03/01/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 15,203.50

Summary

Facility Rental Total	\$27,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,283.50
Refundable Deposit	\$800.00

Grand Total: \$53,783.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/27/2019	\$17,927.75
Second Payment	01/27/2020	\$17,927.75
Third Payment	02/10/2020	\$17,928.00

Total: \$53,783.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-035-20 REVISED**

REVIEWED _____

DATE **January 8, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

May 13 - 18, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

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

\$ 52,577.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Gem Faire	Contract No:	R-035-20 REVISED
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Date:	05/15/2020 - 05/17/2020	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12-FREE		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	05/13/2020 08:00 AM - 08:00 PM	Move In	2,225.00
¼ Main Mall	05/13/2020 08:00 AM - 08:00 PM	Move In	212.50
Santa Ana Pavilion (Parade of Products)	05/13/2020 08:00 AM - 08:00 PM	Move In	1,025.00
Thursday			
Costa Mesa Building (#10)	05/14/2020 08:00 AM - 08:00 PM	Move In	2,225.00
¼ Main Mall	05/14/2020 08:00 AM - 08:00 PM	Move In	212.50
Santa Ana Pavilion (Parade of Products)	05/14/2020 08:00 AM - 08:00 PM	Move In	1,025.00
Friday			
Costa Mesa Building (#10)	05/15/2020 12:00 PM - 06:00 PM	Event	4,450.00
¼ Main Mall	05/15/2020 12:00 PM - 06:00 PM	Event	425.00
Santa Ana Pavilion (Parade of Products)	05/15/2020 12:00 PM - 06:00 PM	Event	2,050.00
Saturday			
Costa Mesa Building (#10)	05/16/2020 10:00 AM - 06:00 PM	Event	4,450.00
¼ Main Mall	05/16/2020 10:00 AM - 06:00 PM	Event	425.00
Santa Ana Pavilion (Parade of Products)	05/16/2020 10:00 AM - 06:00 PM	Event	2,050.00
Sunday			
Costa Mesa Building (#10)	05/17/2020 10:00 AM - 05:00 PM	Event	4,450.00
¼ Main Mall	05/17/2020 10:00 AM - 05:00 PM	Event	425.00
Santa Ana Pavilion (Parade of Products)	05/17/2020 10:00 AM - 05:00 PM	Event	2,050.00
Monday			
Costa Mesa Building (#10)	05/18/2020 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	05/18/2020 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	05/18/2020 08:00 AM - 12:00 PM	Move Out	No Charge
Total:			27,700.00

Move out must be completed by 12:00 PM Monday - May 18, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00 EA	1,210.00
Electrical Usage	Estimate Only	1.00 EVT	3,300.00 EVT	3,300.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Man Lift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Marquee Board	05/15/2020 - 05/17/2020	1.00 WK	Included	Included
Portable Electronic Message Board	05/15/2020 - 05/17/2020	2.00 DAY	75.00 DAY	450.00
Public Address System (Per Building)	05/15/2020 - 05/17/2020	2.00 DAY	75.00 DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00

EXHIBIT A

Event Information						
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00	EA	15.00	EA	15.00
				Total:	10,080.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
Event Day						
Grounds Attendant Lead	05/15/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	05/15/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	05/15/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	05/16/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
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Grounds Attendant Lead	05/17/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	05/17/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant	05/17/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	24.00	HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	60.00	HR	600.00
<u>Event Sales & Services</u>						
Event Coordinator	05/15/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	05/16/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	05/17/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
Parking Attendant Lead	05/14/2020 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	05/14/2020 10:00AM - 07:00PM	2.00	EA	24.00	HR	432.00
<u>Safety & Security</u>						
Security Attendant	05/14/2020 09:45AM - 06:00PM	4.00	EA	24.00	HR	792.00
Security Attendant - Overnight	05/14/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	05/15/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	05/15/2020 07:00AM - 12:00PM	2.00	EA	24.00	HR	240.00
Security Attendant - Daytime	05/15/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
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Security Attendant - Daytime	05/17/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	05/17/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Tear Down	05/17/2020 04:00PM - 09:00PM	4.00	EA	24.00	HR	480.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	05/15/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	05/16/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	05/17/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 15,203.50

Summary

Facility Rental Total	\$27,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,283.50
Refundable Deposit	\$800.00

Grand Total: \$53,783.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/12/2020	\$17,927.75
Second Payment	03/12/2020	\$17,927.75
Third Payment	04/10/2020	\$17,928.00

Total: \$53,783.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-036-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

August 26 - 31, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

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

\$ 52,577.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-036-20 REVISED	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	08/28/2020 - 08/30/2020	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12-FREE			
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	08/26/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	08/26/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	08/26/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Thursday				
Costa Mesa Building (#10)	08/27/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	08/27/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	08/27/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Friday				
Costa Mesa Building (#10)	08/28/2020 12:00 PM - 06:00 PM	Event	4,450.00	
¼ Main Mall	08/28/2020 12:00 PM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	08/28/2020 12:00 PM - 06:00 PM	Event	2,050.00	
Saturday				
Costa Mesa Building (#10)	08/29/2020 10:00 AM - 06:00 PM	Event	4,450.00	
¼ Main Mall	08/29/2020 10:00 AM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	08/29/2020 10:00 AM - 06:00 PM	Event	2,050.00	
Sunday				
Costa Mesa Building (#10)	08/30/2020 10:00 AM - 05:00 PM	Event	4,450.00	
¼ Main Mall	08/30/2020 10:00 AM - 05:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	08/30/2020 10:00 AM - 05:00 PM	Event	2,050.00	
Monday				
Costa Mesa Building (#10)	08/31/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	08/31/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	08/31/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
Total:			27,700.00	
Move out must be completed by 12:00 PM Monday - August 31, 2020 to avoid additional charges.				

Move out must be completed by 12:00 PM Monday - August 31, 2020 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00	EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00	EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00	EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00	EA	540.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00 EVT	3,300.00	EVT	3,300.00
Forklift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Man Lift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Marquee Board	08/28/2020 - 08/30/2020	1.00 WK	Included		Included
Portable Electronic Message Board	08/28/2020 - 08/30/2020	2.00 DAY	75.00	DAY	450.00
Public Address System (Per Building)	08/28/2020 - 08/30/2020	2.00 DAY	75.00	DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00	EA	100.00

EXHIBIT A

Event Information						
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00	EA	15.00	EA	15.00
				Total:	10,080.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
Event Day						
Grounds Attendant Lead	08/28/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/28/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	08/28/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	08/29/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/29/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	08/29/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	08/30/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	08/30/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant	08/30/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	24.00	HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	60.00	HR	600.00
<u>Event Sales & Services</u>						
Event Coordinator	08/28/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	08/29/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	08/30/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
Parking Attendant Lead	08/27/2020 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	08/27/2020 10:00AM - 07:00PM	2.00	EA	24.00	HR	432.00
<u>Safety & Security</u>						
Security Attendant	08/27/2020 09:45AM - 06:00PM	4.00	EA	24.00	HR	792.00
Security Attendant - Overnight	08/27/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	08/28/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	08/28/2020 07:00AM - 12:00PM	2.00	EA	24.00	HR	240.00
Security Attendant - Daytime	08/28/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Overnight	08/28/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	08/29/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	08/29/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	08/29/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Overnight	08/29/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	08/30/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	08/30/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	08/30/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Tear Down	08/30/2020 04:00PM - 09:00PM	4.00	EA	24.00	HR	480.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	08/28/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	08/29/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	08/30/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 15,203.50

Summary

Facility Rental Total	\$27,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,283.50
Refundable Deposit	\$800.00

Grand Total: \$53,783.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/25/2020	\$17,927.75
Second Payment	06/25/2020	\$17,927.75
Third Payment	07/24/2020	\$17,928.00

Total: \$53,783.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-037-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 7 - 12, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

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

\$ 52,577.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
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9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-037-20 REVISED	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	10/09/2020 - 10/11/2020	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12-FREE			
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	10/07/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	10/07/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	10/07/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Thursday				
Costa Mesa Building (#10)	10/08/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	10/08/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	10/08/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Friday				
Costa Mesa Building (#10)	10/09/2020 12:00 PM - 06:00 PM	Event	4,450.00	
¼ Main Mall	10/09/2020 12:00 PM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	10/09/2020 12:00 PM - 06:00 PM	Event	2,050.00	
Saturday				
Costa Mesa Building (#10)	10/10/2020 10:00 AM - 06:00 PM	Event	4,450.00	
¼ Main Mall	10/10/2020 10:00 AM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	10/10/2020 10:00 AM - 06:00 PM	Event	2,050.00	
Sunday				
Costa Mesa Building (#10)	10/11/2020 10:00 AM - 05:00 PM	Event	4,450.00	
¼ Main Mall	10/11/2020 10:00 AM - 05:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	10/11/2020 10:00 AM - 05:00 PM	Event	2,050.00	
Monday				
Costa Mesa Building (#10)	10/12/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	10/12/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	10/12/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
			Total:	27,700.00
Move out must be completed by 12:00 PM Monday - October 12, 2020 to avoid additional charges.				

Move out must be completed by 12:00 PM Monday - October 12, 2020 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00	EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00	EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00	EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00	EA	540.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00 EVT	3,300.00	EVT	3,300.00
Forklift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Man Lift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Marquee Board	10/09/2020 - 10/11/2020	1.00 WK	Included		Included
Portable Electronic Message Board	10/09/2020 - 10/11/2020	2.00 DAY	75.00	DAY	450.00
Public Address System (Per Building)	10/09/2020 - 10/11/2020	2.00 DAY	75.00	DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00	EA	100.00

EXHIBIT A

Event Information						
Trussing Unit	Estimate 2	2.00 EA		100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00 EA		15.00	EA	15.00
Total:						10,080.00
Reimbursable Personnel Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
Event Day						
Grounds Attendant Lead	10/09/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/09/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	10/09/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	10/10/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/10/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	10/10/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	10/11/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	10/11/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant	10/11/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	24.00	HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	60.00	HR	600.00
Event Sales & Services						
Event Coordinator	10/09/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	10/10/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	10/11/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
Parking						
Parking Attendant Lead	10/08/2020 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	10/08/2020 10:00AM - 07:00PM	2.00	EA	24.00	HR	432.00
Safety & Security						
Security Attendant	10/08/2020 09:45AM - 06:00PM	4.00	EA	24.00	HR	792.00
Security Attendant - Overnight	10/08/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	10/09/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	10/09/2020 07:00AM - 12:00PM	2.00	EA	24.00	HR	240.00
Security Attendant - Daytime	10/09/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Overnight	10/09/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	10/10/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	10/10/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	10/10/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Overnight	10/10/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	10/11/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	10/11/2020 07:00AM - 12:00PM	1.00	EA	24.00	HR	120.00
Security Attendant - Daytime	10/11/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Tear Down	10/11/2020 04:00PM - 09:00PM	4.00	EA	24.00	HR	480.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	10/09/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	10/10/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	10/11/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 15,203.50

Summary

Facility Rental Total	\$27,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,283.50
Refundable Deposit	\$800.00

Grand Total: \$53,783.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	07/06/2020	\$17,927.75
Second Payment	08/06/2020	\$17,927.75
Third Payment	09/04/2020	\$17,928.00

Total: \$53,783.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-038-20 REVISED**

REVIEWED _____

DATE **January 8, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

December 2 - 7, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Gem Faire

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

\$ 52,577.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Allen Van Volkinburgh, Manager

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-038-20 REVISED	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	12/04/2020 - 12/06/2020	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12-FREE			
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,500	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	12/02/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	12/02/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	12/02/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Thursday				
Costa Mesa Building (#10)	12/03/2020 08:00 AM - 08:00 PM	Move In	2,225.00	
¼ Main Mall	12/03/2020 08:00 AM - 08:00 PM	Move In	212.50	
Santa Ana Pavilion (Parade of Products)	12/03/2020 08:00 AM - 08:00 PM	Move In	1,025.00	
Friday				
Costa Mesa Building (#10)	12/04/2020 12:00 PM - 06:00 PM	Event	4,450.00	
¼ Main Mall	12/04/2020 12:00 PM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	12/04/2020 12:00 PM - 06:00 PM	Event	2,050.00	
Saturday				
Costa Mesa Building (#10)	12/05/2020 10:00 AM - 06:00 PM	Event	4,450.00	
¼ Main Mall	12/05/2020 10:00 AM - 06:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	12/05/2020 10:00 AM - 06:00 PM	Event	2,050.00	
Sunday				
Costa Mesa Building (#10)	12/06/2020 10:00 AM - 05:00 PM	Event	4,450.00	
¼ Main Mall	12/06/2020 10:00 AM - 05:00 PM	Event	425.00	
Santa Ana Pavilion (Parade of Products)	12/06/2020 10:00 AM - 05:00 PM	Event	2,050.00	
Monday				
Costa Mesa Building (#10)	12/07/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	12/07/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	12/07/2020 08:00 AM - 12:00 PM	Move Out	No Charge	
Total:			27,700.00	
Move out must be completed by 12:00 PM Monday - December 7, 2020 to avoid additional charges.				

Move out must be completed by 12:00 PM Monday - December 7, 2020 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00	EA	TBD
50 Amp Drop	Estimate 8	8.00 EA	70.00	EA	560.00
Barricade (Metal)	Estimate 55	55.00 EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00 EA	15.00	EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00	EA	540.00
Electrical Splitter Box	Estimate 22	22.00 EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00 EVT	3,300.00	EVT	3,300.00
Forklift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Man Lift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Marquee Board	12/04/2020 - 12/06/2020	1.00 WK	Included		Included
Portable Electronic Message Board	12/04/2020 - 12/06/2020	2.00 DAY	75.00	DAY	450.00
Public Address System (Per Building)	12/04/2020 - 12/06/2020	2.00 DAY	75.00	DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00	EA	100.00

EXHIBIT A

Event Information						
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00	EA	15.00	EA	15.00
Total:						10,080.00
Reimbursable Personnel Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
Event Day						
Grounds Attendant Lead	12/04/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	12/04/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	12/04/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	12/05/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	12/05/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Janitorial Attendant	12/05/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Grounds Attendant Lead	12/06/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	12/06/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant	12/06/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	24.00	HR	360.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Electrician	Estimate 10 Hours	10.00	HR	60.00	HR	600.00
Event Sales & Services						
Event Coordinator	12/04/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	12/05/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	12/06/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
Parking						
Parking Attendant Lead	12/03/2020 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	12/03/2020 10:00AM - 07:00PM	2.00	EA	24.00	HR	432.00
Safety & Security						
Security Attendant	12/03/2020 09:45AM - 06:00PM	4.00	EA	24.00	HR	792.00
Security Attendant - Overnight	12/03/2020 06:00PM - 12:00AM	2.00	EA	24.00	HR	288.00
Security Attendant - Overnight	12/04/2020 12:00AM - 07:00AM	2.00	EA	24.00	HR	336.00
Security Attendant - Daytime	12/04/2020 07:00AM - 12:00PM	2.00	EA	24.00	HR	240.00
Security Attendant - Daytime	12/04/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
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Security Attendant - Daytime	12/06/2020 10:00AM - 06:00PM	2.00	EA	24.00	HR	384.00
Security Attendant - Tear Down	12/06/2020 04:00PM - 09:00PM	4.00	EA	24.00	HR	480.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	12/04/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	12/05/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	12/06/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 15,203.50

Summary

Facility Rental Total	\$27,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,283.50
Refundable Deposit	\$800.00

Grand Total: \$53,783.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/01/2020	\$17,927.75
Second Payment	10/01/2020	\$17,927.75
Third Payment	10/30/2020	\$17,928.00

Total: \$53,783.50

Please Remit Payment in *Check Only*

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

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

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.

FORM F-31

AGREEMENT NO. **R-043-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 19 - 20, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

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

\$ 14,591.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Fight Club OC	Contract No:		R-043-20 REVISED		
Contact Person:	Roy Englebrecht	Phone:		(949) 235-6155		
Event Date:	02/20/2020	Hours:	Happy Hour (Baja Blues):	5:30PM - 6:30PM		
			Doors:	6:30PM		
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:30PM - 10:00PM		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:		1,200		
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>		
Wednesday						
The Hangar	02/19/2020 06:00 AM - 11:59 PM	Move In		500.00		
Thursday						
The Hangar	02/20/2020 05:30 PM - 10:00 PM	Event		2,000.00		
				Total:	2,500.00	
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	02/20/2020	1.00	DAY	250.00	DAY	250.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	As Needed Per Request	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	18.00	EA	108.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EVT	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	02/14/2020 - 02/20/2020	1.00	EA	Included		Included
Portable Electronic Message Board	02/20/2020	2.00	DAY	75.00	DAY	150.00
Projector and Screen	02/20/2020	1.00	DAY	1,500.00	DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Trussing Unit	As Needed Per Request	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
				Total:	6,683.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
Event Day						
Grounds Attendant Lead	02/20/2020 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	02/20/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Janitorial Attendant	02/20/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Electrician	02/20/2020 05:30PM - 10:00PM	1.00	EA	60.00	HR	270.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	02/20/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
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Safety & Security

Security Attendant Lead	02/20/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
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Security Attendant	02/20/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
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Security Attendant	02/20/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00
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Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	48.50	HR	48.50
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Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
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State Fire Marshal	Estimate Only (Plan Review and/or	1.50	HR	263.00	HR	394.50
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Trash Collection & Sweeping Services	Site Inspection)					
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	Estimate Only	1.00	EA	225.00	EVT	225.00
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Total:						4,908.25
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Summary

Facility Rental Total						\$2,500.00
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Estimated Equipment, Reimbursable Personnel and Services Total						\$11,591.25
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Refundable Deposit						\$500.00
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Grand Total:						\$14,591.25
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Payment Schedule

Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
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Second Payment (Balance)	02/05/2020	\$7,295.63
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Total:		\$14,591.25
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Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. R-044-20 REVISED

REVIEWED _____

DATE January 8, 2020

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

April 8 - 9, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

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

\$ 14,591.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Fight Club OC	Contract No:	R-044-20 REVISED			
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155			
Event Date:	04/09/2020	Hours:	Happy Hour (Baja Blues):	5:30PM - 6:30PM		
			Doors:	6:30PM		
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:30PM - 10:00PM		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,200			
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>	
Wednesday						
The Hangar	04/08/2020 06:00 AM - 11:59 PM	Move In			500.00	
Thursday						
The Hangar	04/09/2020 05:30 PM - 10:00 PM	Event			2,000.00	
		Total:	2,500.00			
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>	
25 MB Internet - Hard Line	04/09/2020	1.00 DAY	250.00	DAY	250.00	
100 Amp Drop	Estimate 1	1.00 EA	180.00	EA	180.00	
200 Amp Drop	As Needed Per Request	TBD EA	360.00	EA	TBD	
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00	FLAT	200.00	
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00	EA	600.00	
Cable Ramp	As Needed Per Request	TBD EA	15.00	EA	TBD	
Chair (Individual)	Estimate 300	300.00 EA	1.00	EA	300.00	
Chair (Tied)	Estimate 1,000	1000.00 EA	2.00	EA	2,000.00	
Dumpster	Estimate 6	6.00 EA	18.00	EA	108.00	
Electrical Splitter Box	TBD	TBD EA	55.00	EA	TBD	
Electrical Usage	Estimate Only	1.00 EVT	200.00	EVT	200.00	
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00	EA	30.00	
Forklift	Estimate 6 Hours	6.00 HR	75.00	HR	450.00	
Man Lift	Estimate 3 Hours	3.00 HR	75.00	HR	225.00	
Marquee Board	02/14/2020 - 04/09/2020	1.00 EA	Included		Included	
Portable Electronic Message Board	04/09/2020	2.00 DAY	75.00	DAY	150.00	
Projector and Screen	04/09/2020	1.00 DAY	1,500.00	DAY	1,500.00	
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00	HR	150.00	
Stanchion	Estimate 40	40.00 EA	1.00	EA	40.00	
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00	HR	150.00	
Trussing Unit	As Needed Per Request	TBD EA	100.00	EA	TBD	
Wireless Internet Router	Estimate 2	2.00 EA	75.00	EA	150.00	
		Total:	6,683.00			
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>	
Event Operations						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00 HR	24.00	HR	288.00	
Electrician	Estimate 2 Hours	2.00 HR	60.00	HR	120.00	
Event Day						
Grounds Attendant Lead	04/09/2020 05:30PM - 10:00PM	1.00 EA	30.00	HR	135.00	
Grounds Attendant	04/09/2020 05:30PM - 10:00PM	2.00 EA	24.00	HR	216.00	
Janitorial Attendant	04/09/2020 05:30PM - 10:00PM	2.00 EA	24.00	HR	216.00	
Electrician	04/09/2020 05:30PM - 10:00PM	1.00 EA	60.00	HR	270.00	
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00	HR	150.00	
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00	HR	240.00	
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00	HR	96.00	
Electrician	Estimate 2 Hours	2.00 HR	60.00	HR	120.00	

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	04/09/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
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Safety & Security

Security Attendant Lead	04/09/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	04/09/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Security Attendant	04/09/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	48.50	HR	48.50
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Outside Services

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

Total: 4,908.25

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,591.25
Refundable Deposit	\$500.00

Grand Total: \$14,591.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/27/2020	\$7,295.63
Second Payment (Balance)	04/07/2020	\$7,295.63

Total: \$14,591.25

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-045-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

June 10 - 11, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

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

\$ 14,591.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Fight Club OC	Contract No:		R-045-20 REVISED		
Contact Person:	Roy Englebrecht	Phone:		(949) 235-6155		
Event Date:	06/11/2019	Hours:	Happy Hour (Baja Blues):	5:30PM - 6:30PM		
			Doors:	6:30PM		
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:30PM - 10:00PM		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:		1,200		
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>		
Wednesday						
The Hangar	06/10/2020 06:00 AM - 11:59 PM	Move In		500.00		
Thursday						
The Hangar	06/11/2020 05:30 PM - 10:00 PM	Event		2,000.00		
				Total:	2,500.00	
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	06/11/2019	1.00 DAY		250.00	DAY	250.00
100 Amp Drop	Estimate 1	1.00 EA		180.00	EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA		360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA		200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA		200.00	EA	600.00
Cable Ramp	As Needed Per Request	TBD EA		15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00 EA		1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1000.00 EA		2.00	EA	2,000.00
Dumpster	Estimate 6	6.00 EA		18.00	EA	108.00
Electrical Splitter Box	TBD	TBD EA		55.00	EA	TBD
Electrical Usage	Estimate Only	1.00 EVT		200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA		15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00 HR		75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00 HR		75.00	HR	225.00
Marquee Board	06/05/2020 - 06/11/2020	1.00 EA		Included		Included
Portable Electronic Message Board	06/11/2019	2.00 DAY		75.00	DAY	150.00
Projector and Screen	06/11/2019	1.00 DAY		1,500.00	DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR		75.00	HR	150.00
Stanchion	Estimate 40	40.00 EA		1.00	EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR		75.00	HR	150.00
Trussing Unit	As Needed Per Request	TBD EA		100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00 EA		75.00	EA	150.00
				Total:	6,683.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
Event Day						
Grounds Attendant Lead	06/11/2020 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	06/11/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Janitorial Attendant	06/11/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Electrician	06/11/2020 05:30PM - 10:00PM	1.00	EA	60.00	HR	270.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	06/11/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
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Safety & Security

Security Attendant Lead	06/11/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	06/11/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Security Attendant	06/11/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	48.50	HR	48.50
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Outside Services

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

Total: 4,908.25

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,591.25
Refundable Deposit	\$500.00

Grand Total: \$14,591.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/29/2019	\$7,295.63
Second Payment (Balance)	06/09/2019	\$7,295.63

Total: \$14,591.25

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

August 26 - 27, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

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

\$ 14,591.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Fight Club OC	Contract No:		R-046-20 REVISED		
Contact Person:	Roy Englebrecht	Phone:		(949) 235-6155		
Event Date:	08/27/2019	Hours:	Happy Hour (Baja Blues):	5:30PM - 6:30PM		
			Doors:	6:30PM		
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:30PM - 10:00PM		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:		1,200		
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>		
Wednesday						
The Hangar	08/26/2020 06:00 AM - 11:59 PM	Move In		500.00		
Thursday						
The Hangar	08/27/2020 05:30 PM - 10:00 PM	Event		2,000.00		
				Total:	2,500.00	
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	08/27/2019	1.00	DAY	250.00	DAY	250.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	As Needed Per Request	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	18.00	EA	108.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EVT	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	08/21/2020 - 08/27/2020	1.00	EA	Included		Included
Portable Electronic Message Board	08/27/2019	2.00	DAY	75.00	DAY	150.00
Projector and Screen	08/27/2019	1.00	DAY	1,500.00	DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Trussing Unit	As Needed Per Request	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
				Total:	6,683.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
Event Day						
Grounds Attendant Lead	08/27/2020 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	08/27/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Janitorial Attendant	08/27/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Electrician	08/27/2020 05:30PM - 10:00PM	1.00	EA	60.00	HR	270.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	08/27/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
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Safety & Security

Security Attendant Lead	08/27/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	08/27/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Security Attendant	08/27/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	48.50	HR	48.50
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Outside Services

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

Total: 4,908.25

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,591.25
Refundable Deposit	\$500.00

Grand Total: \$14,591.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/14/2019	\$7,295.63
Second Payment (Balance)	08/25/2019	\$7,295.63

Total: \$14,591.25

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE **January 8, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 14 - 15, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

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

\$ 14,591.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Fight Club OC	Contract No:		R-047-20 REVISED		
Contact Person:	Roy Englebrecht	Phone:		(949) 235-6155		
Event Date:	10/15/2019	Hours:	Happy Hour (Baja Blues):	5:30PM - 6:30PM		
			Doors:	6:30PM		
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:30PM - 10:00PM		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:		1,200		
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>		
Wednesday						
The Hangar	10/14/2020 06:00 AM - 11:59 PM	Move In		500.00		
Thursday						
The Hangar	10/15/2020 05:30 PM - 10:00 PM	Event		2,000.00		
				Total:	2,500.00	
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	10/15/2019	1.00	DAY	250.00	DAY	250.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	As Needed Per Request	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	18.00	EA	108.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EVT	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	10/09/2020 - 10/15/2020	1.00	EA	Included		Included
Portable Electronic Message Board	10/15/2019	2.00	DAY	75.00	DAY	150.00
Projector and Screen	10/15/2019	1.00	DAY	1,500.00	DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Trussing Unit	As Needed Per Request	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
				Total:	6,683.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
Event Day						
Grounds Attendant Lead	10/15/2020 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	10/15/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Janitorial Attendant	10/15/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Electrician	10/15/2020 05:30PM - 10:00PM	1.00	EA	60.00	HR	270.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	10/15/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
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Safety & Security

Security Attendant Lead	10/15/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	10/15/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Security Attendant	10/15/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	48.50	HR	48.50
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Outside Services

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

Total: 4,908.25

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,591.25
Refundable Deposit	\$500.00

Grand Total: \$14,591.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	10/02/2019	\$7,295.63
Second Payment (Balance)	10/13/2019	\$7,295.63

Total: \$14,591.25

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-048-20 REVISED**

DATE **January 8, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

December 2 - 3, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC

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

\$ 14,591.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Fight Club OC	Contract No:		R-047-20 REVISED		
Contact Person:	Roy Englebrecht	Phone:		(949) 235-6155		
Event Date:	12/03/2020	Hours:	Happy Hour (Baja Blues):	5:30PM - 6:30PM		
			Doors:	6:30PM		
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:30PM - 10:00PM		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:		1,200		
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>		
Wednesday						
The Hangar	12/02/2020 06:00 AM - 11:59 PM	Move In		500.00		
Thursday						
The Hangar	12/03/2020 05:30 PM - 10:00 PM	Event		2,000.00		
				Total:	2,500.00	
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	12/03/2020	1.00	DAY	250.00	DAY	250.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	As Needed Per Request	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	18.00	EA	108.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EVT	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	11/27/2020 - 12/03/2020	1.00	EA	Included		Included
Portable Electronic Message Board	12/03/2020	2.00	DAY	75.00	DAY	150.00
Projector and Screen	12/03/2020	1.00	DAY	1,500.00	DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Trussing Unit	As Needed Per Request	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
				Total:	6,683.00	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
Event Day						
Grounds Attendant Lead	12/03/2020 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	12/03/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Janitorial Attendant	12/03/2020 05:30PM - 10:00PM	2.00	EA	24.00	HR	216.00
Electrician	12/03/2020 05:30PM - 10:00PM	1.00	EA	60.00	HR	270.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	12/03/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
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Safety & Security

Security Attendant Lead	12/03/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	12/03/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Security Attendant	12/03/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	48.50	HR	48.50
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Outside Services

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

Total: 4,908.25

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,591.25
Refundable Deposit	\$500.00

Grand Total: \$14,591.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/20/2020	\$7,295.63
Second Payment (Balance)	12/01/2020	\$7,295.63

Total: \$14,591.25

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE **January 8, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Costa Mesa Police Department** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 1, 2020 and ending December 31, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Costa Mesa Police Department Officer Training

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

\$100.00 per day

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626**

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

By _____ Date: _____

By _____ Date: _____

**Title: Jose Torres, Officer – Traffic Special
Event Unit**

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT "A"

Event Name: Costa Mesa Police Department Motor Training
Contact Person: Jose Torres, Officer
Event Dates: 01/01/2020 - 12/31/2020

Contract No: R-050-20 REVISED
Phone: (714) 293-0387
Hours: 7:00 AM - 3:00 PM

Projected Attendance: 15

LOCATION(S):

Parking Lot H..... \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2020 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by January 1, 2020**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-055-20**
DATE **January 8, 2020**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Cruisin' For A Cure** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 23 - 27, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Cruisin' For A Cure

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

\$47,475.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Darrell Gilbert, Chief Financial Officer

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Cruisin' For A Cure	Contract No:	R-055-20
Contact Person:	Debbie Baker	Phone:	(714) 803-9216
Event Date:	09/26/2020	Hours:	Saturday: 6:00 AM - 4:00 PM

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

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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Anaheim Building (#16)	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Baja Blues Restaurant	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Campground	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Country Meadows	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Crafters Village	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Festival Field Asphalt	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Festival Field Grass	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Main Mall	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
OC Promenade (Span)	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Park Plaza	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot E	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot F	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot G	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot I	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Plaza Pacifica	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
South Lawn	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
The Hangar	09/23/2020 07:00 AM - 11:59 PM	Move In	0.00
Thursday			
Anaheim Building (#16)	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Baja Blues Restaurant	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Campground	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Country Meadows	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Crafters Village	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Festival Field Asphalt	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Festival Field Grass	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Main Mall	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
OC Promenade (Span)	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Park Plaza	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot E	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot F	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot G	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot I	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Plaza Pacifica	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
South Lawn	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
The Hangar	09/24/2020 07:00 AM - 11:59 PM	Move In	0.00
Friday			
Anaheim Building (#16)	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Baja Blues Restaurant	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00

EXHIBIT A

Event Information			
Campground	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Country Meadows	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Crafters Village	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Festival Field Asphalt	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Festival Field Grass	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Main Mall	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
OC Promenade (Span)	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Park Plaza	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot E	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot F	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot G	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot I	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Plaza Pacifica	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
South Lawn	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
The Hangar	09/25/2020 07:00 AM - 11:59 PM	Move In	0.00
Saturday			
Parking Lot E	09/26/2020 12:00 AM - 07:00 AM	Event	0.00
Parking Lot F	09/26/2020 12:00 AM - 07:00 AM	Event	0.00
Anaheim Building (#16)	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Baja Blues Restaurant	09/26/2020 06:00 AM - 04:00 PM	Event	0.00
Campground	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Costa Mesa Building (#10)	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Country Meadows	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Crafters Village	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Festival Field Asphalt	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Festival Field Grass	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Huntington Beach Building (#12)	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Livestock Lane	09/26/2020 06:00 AM - 04:00 PM	Event	0.00
Los Alamitos Building (#14)	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Main Mall	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
OC Promenade (Span)	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Park Plaza	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Parking Lot G	09/26/2020 02:30 AM - 07:00 PM	Event	0.00
Parking Lot I	09/26/2020 03:00 AM - 05:00 PM	Event	0.00
Parking Lot P	09/26/2020 06:00 AM - 04:00 PM	Event	0.00
Plaza Pacifica	09/26/2020 06:00 AM - 04:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/26/2020 06:00 AM - 04:00 PM	Event	0.00
South Lawn	09/26/2020 06:00 AM - 04:00 PM	Event	0.00
The Hangar	09/26/2020 03:00 AM - 09:00 PM	Event	0.00
Sunday			
Anaheim Building (#16)	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Baja Blues Restaurant	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Campground	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Costa Mesa Building (#10)	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Country Meadows	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Crafters Village	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Festival Field Asphalt	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Festival Field Grass	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Huntington Beach Building (#12)	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Livestock Lane	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Los Alamitos Building (#14)	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Main Mall	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
OC Promenade (Span)	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Park Plaza	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00

EXHIBIT A

Event Information

Parking Lot E	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Parking Lot F	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Parking Lot G	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Parking Lot I	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Parking Lot P	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Plaza Pacifica	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
South Lawn	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00
The Hangar	09/27/2020 07:00 AM - 12:00 PM	Move Out	0.00

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

Total: *23,125.00

Move out must be completed by 12:00 PM on Sunday - September 27, 2020 to avoid additional charges.

Estimated Equipment Fee

Description	Date-Time	Units	Rate	Actual
10 MB Internet - Hard Line	TBD	TBD EA	150.00 DAY	TBD
25 MB Internet - Hard Line	09/26/2020 - 09/26/2020	1.00 EA	250.00 DAY	250.00
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
30 Amp Drop	Estimate 2	2.00 EA	50.00 EA	100.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Plastic)	Estimate 80	80.00 EA	15.00 EA	1,200.00
Bench (Metal)	Estimate 57	57.00 EA	15.00 EA	855.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 78	78.00 EA	18.00 EA	1,404.00
Electrical Splitter Box	Estimate 6	6.00 EA	55.00 EA	330.00
Electrical Usage	Estimate Only	1.00 EA	1,100.00 EVT	1,100.00
Forklift	Estimate 36 Hours	36.00 HR	75.00 EA	2,700.00
Man Lift	Estimate 32 Hours	32.00 HR	75.00 EA	2,400.00
Marquee Board	08/30/2020 - 09/26/2020	4.00 EA	Included	Included
Overall Public Address System	09/26/2020 - 09/26/2020	TBD EA	250.00 DAY	TBD
Picnic Table (Rectangular & Round)	Estimate 87	87.00 EA	15.00 EA	1,305.00
Portable Light Tower	Estimate 1	1.00 EA	151.00 EVT	151.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	Estimate 1	1.00 EA	150.00 EA	150.00
Portable Electronic Message Board	09/26/2020 - 09/26/2020	2.00 EA	75.00 DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 DAY	TBD
Sweeper (In-House)	Estimate 19 Hours	19.00 HR	75.00 EA	1,425.00
Ticket Booth (Double Window)	Estimate 8	8.00 EA	100.00 EA	800.00
Traffic Cone	Estimate 1	1.00 EA	500.00 EA	500.00
Wind Master (Small)	TBD	TBD EA	15.00 EA	TBD
Wireless Internet Router	Estimate 3	3.00 EA	75.00 EA	225.00
Wireless Microphone	Estimate 5	5.00 EA	50.00 EA	250.00

Total: 15,535.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Admissions/Parking Sales				
Admissions Office	09/26/2020 07:00 AM - 05:00 PM	1.00 EA	24.00 HR	240.00
Money Room Attendant	09/26/2020 07:00 AM - 05:00 PM	1.00 EA	27.00 HR	270.00
Ticket Seller Lead	09/26/2020 06:00 AM - 05:00 PM	1.00 EA	30.00 HR	330.00
Ticket Seller (Gate 8)	09/26/2020 05:00 AM - 03:00 PM	1.00 EA	24.00 HR	240.00
Ticket Seller	09/26/2020 10:00 AM - 03:00 PM	1.00 EA	24.00 HR	120.00
Ticket Seller	09/26/2020 07:00 AM - 03:00 PM	2.00 EA	24.00 HR	384.00
Ticket Seller	09/26/2020 06:00 AM - 03:00 PM	4.00 EA	24.00 HR	864.00
Ticket Seller	09/26/2020 06:00 AM - 05:00 PM	1.00 EA	24.00 HR	264.00
Ticket Seller	09/26/2020 06:00 AM - 02:00 PM	3.00 EA	24.00 HR	576.00
Ticket Taker Lead	09/26/2020 06:00 AM - 05:00 PM	1.00 EA	30.00 HR	330.00
Ticket Taker (Green Gate)	09/26/2020 10:00 AM - 05:00 PM	1.00 EA	24.00 HR	168.00
Ticket Taker	09/26/2020 06:00 AM - 04:00 PM	2.00 EA	24.00 HR	480.00
Ticket Taker (Gate 8)	09/26/2020 05:00 AM - 03:00 PM	1.00 EA	24.00 HR	240.00

Event Information

Total: 31,940.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	*\$23,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$47,475.00

Grand Total: \$47,475.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/24/2020	\$11,868.75
Second Payment	04/23/2020	\$11,868.75
Third Payment	06/23/2020	\$11,868.75
Fourth Payment	08/24/2020	\$11,868.75

Total: \$47,475.00

Please Remit Payment in *Check Only*

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

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

- \$47,475.00 is due on or before above listed dates.
- All additional reimbursable expenses will be itemized and deducted from Gross Admissions Revenue.
- OCFEC will retain \$23,125.00 or 15% of Gross Admissions Revenue if greater.

CANNABIS EVENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

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

EXHIBIT "A"

Event Name: Costa Mesa Police Department Motor Training
Contact Person: Jose Torres, Officer
Event Dates: 01/01/2020 - 12/31/2020

Contract No: R-050-20 REVISED
Phone: (714) 293-0387
Hours: 7:00 AM - 3:00 PM

Projected Attendance: 15

LOCATION(S):

Parking Lot H..... \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2020 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by January 1, 2020**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED _____

DATE **January 8, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS RENTAL AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Legacy Fighting Alliance, LLC** hereinafter, called the Renter

WITNESSETH:

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

January 30 - February 1, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Legacy Fighting Alliance, LLC

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

\$24,313.75

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or

merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**Legacy Fighting Alliance, LLC
341 East Alondra Boulevard
Gardena, CA 90248**

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

By _____ Date: _____

By _____ Date: _____

Title: Sven Bean, Chief Operating Officer

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Legacy Fighting Alliance, LLC	Contract No:	R-058-20
Contact Person:	Sven Bean	Phone:	(303) 246-5237
Event Date:	01/31/2020	Hours:	Doors: 4:30 PM First Fight: 5:00 PM
Admission Price:	Adult: TBD		

Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	1,500
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Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
The Hangar	01/30/2020 08:00 AM - 05:00 PM	Move In	1,825.00
Friday			
The Hangar	01/31/2020 04:30 PM - 10:00 PM	Event	3,650.00
Saturday			
The Hangar	02/01/2020 07:00 AM - 11:59 AM	Move Out	No Charge
Move out must be completed by 11:59 AM Saturday - February 1, 2020 to avoid additional charges.			Total: 5,475.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	01/31/2020	1.00 DAY	150.00 DAY	150.00
50 MB Internet - Hard Line	01/31/2020	1.00 DAY	450.00 DAY	450.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
Barricade (<i>Metal</i>)	Estimate 8	8.00 EA	15.00 EA	120.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (<i>Individual</i>)	Estimate 1,200	1,200.00 EA	2.50 EA	3,000.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	450.00 EVT	450.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	01/25/2020 - 01/31/2020	1.00 EA	Included	Included
Portable Electronic Message Board	01/31/2020	2.00 DAY	75.00 DAY	150.00
Projector (<i>12,000 Lumens</i>)	Estimate 1	1.00 EA	2,200.00 EA	2,200.00
Projector Screen in Hangar	Estimate 1	1.00 EA	150.00 EA	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Stanchion	Estimate 40	40.00 EA	5.00 EA	200.00
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Trussing Unit	TBD	TBD EA	100.00 EA	TBD
			Total:	8,899.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 32 Hours	32.00 HR	24.00 HR	768.00
Electrician	Estimate 7.5 Hours	7.50 HR	60.00 HR	450.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	01/31/2020 03:30PM - 10:00PM	1.00	EA	30.00	HR	195.00
Grounds Attendant	01/31/2020 03:30PM - 10:00PM	2.00	EA	24.00	HR	312.00
Janitorial Attendant	01/31/2020 03:30PM - 10:00PM	2.00	EA	24.00	HR	312.00
Electrician	01/31/2020 03:30PM - 10:00PM	1.00	EA	60.00	HR	390.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	24.00	HR	768.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 7.5 Hours	7.50	HR	60.00	HR	450.00

Event Sales & Services

Event Coordinator	01/31/2020 03:30PM - 10:00PM	1.00	EA	48.50	HR	315.25
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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 Lead	01/31/2020 04:00PM - 10:30PM	1.00	EA	30.00	HR	195.00
Security Attendant	01/31/2020 04:00PM - 10:30PM	5.00	EA	24.00	HR	780.00

Technology

Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
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Outside Services

Orange County Sheriff Services	Estimate Only	4.00	EA	2,000.00	EVT	2,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	225.00	EVT	TBD

Total: 8,439.75

Summary

Facility Rental Total	\$5,475.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,338.75
Refundable Deposit	\$1,500.00

Grand Total: \$24,313.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/31/2019	\$24,313.75

Total: \$24,313.75

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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

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.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-060-20**
DATE **January 8, 2020**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 22 - 23, 2020

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fight Club OC - Golden Boy January Special Edition

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

\$ 16,555.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. 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.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Fight Club OC - Golden Boy January Special Edition	Contract No:	R-060-20
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	01/23/2020	Hours:	Thursday: 5:00 PM - 9:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	850

Booking Function

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	01/22/2020 07:00 AM - 11:59 PM	Move In	1,787.50
Thursday			
The Hangar	01/23/2020 05:00 PM - 09:00 PM	Event	3,575.00
Total:			5,362.50

Move out must be completed by 11:59 PM Thursday - January 23, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	01/23/2020	1.00 DAY	250.00 DAY	250.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (<i>Plastic</i>)	Estimate 1	1.00 EA	200.00 EA	200.00
Bleacher (<i>100 Seat Section</i>)	TBD	TBD EA	200.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (<i>Individual</i>)	Estimate 150	150.00 EA	1.00 EA	150.00
Chair (<i>Tied</i>)	Estimate 900	900.00 EA	2.00 EA	1,800.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT	200.00
Folding Table (<i>Rectangular</i>)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	01/17/2020 - 01/23/2020	1.00 EA	Included	Included
Portable Electronic Message Board	01/23/2020 - 01/23/2020	2.00 DAY	75.00 DAY	150.00
Projector and Screen	Estimate 1	1.00 EA	1,500.00 EA	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	Estimate 2	2.00 EA	75.00 EA	150.00
Total:			5,283.00	

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	24.00 HR	288.00
Electrician	Estimate 2 Hours	2.00 HR	60.00 HR	120.00
Event Day				
Grounds Attendant Lead	01/23/2020 04:00PM - 10:00PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	01/23/2020 04:00PM - 10:00PM	2.00 EA	24.00 HR	288.00
Janitorial Attendant	01/23/2020 04:00PM - 10:00PM	2.00 EA	24.00 HR	288.00
Electrician	01/23/2020 04:00PM - 10:00PM	1.00 EA	60.00 HR	360.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00 HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00

EXHIBIT A

Event Information						
Electrician	Estimate 2 Hours	2.00	HR	60.00	HR	120.00
<u>Event Sales & Services</u>						
Event Coordinator	01/23/2020 04:00PM - 10:00PM	1.00	EA	48.50	HR	291.00
<u>Parking</u>						
Parking Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
<u>Safety & Security</u>						
Security Attendant Lead	01/23/2020 04:15PM - 09:45PM	1.00	EA	30.00	HR	165.00
Security Attendant	01/23/2020 04:15PM - 09:45PM	3.00	EA	24.00	HR	396.00
Security Attendant	01/23/2020 03:30PM - 09:00PM	2.00	EA	24.00	HR	264.00
<u>Technology</u>						
Technology Attendant	Estimate 1 Hours	1.00	HR	48.50	HR	48.50
<u>Outside Services</u>						
Orange County Sheriff Services	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
Total:						5,410.00

Summary

Facility Rental Total	\$5,362.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,693.00
Refundable Deposit	\$500.00
Grand Total:	\$16,555.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/09/2020	\$8,277.75
Second Payment	01/22/2020	\$8,277.75

Total: \$16,555.50

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2020 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CHAIRS

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

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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