

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

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-020-20— duplicate/ approved December 2019	Newport Beach Police Department	Newport Beach Police Department— Motorcycle Training	Training (TRA)	Parking Lot H	02/04/20-02/06/20	\$100.00 per day
R-056-20	Ultimate Trade Shows & Events, Inc.	The 43rd Annual OC Home & Garden Show	Consumer Show (CON)	Los Alamitos Building (#14)	02/20/20-02/23/20	\$24,478.00
R-057-20	OC Science & Engineering Fair	OC Science & Engineering Fair	Education (EDUCA)	Anaheim Building (#16), The Hangar	03/24/20-03/27/20	\$25,546.75
R-059-20	Flying Miz Daisy	Flying Miz Daisy Vintage Market	Consumer Show (CON)	Huntington Beach Building (#12)	03/27/20-03/29/20	\$18,459.50
R-061-20	Fight 2 Win Promotions	F2W Pro Jiu Jitsu	Competition/Tournament (COM)	The Hangar	02/07/20-02/09/20	\$14,180.50
R-062-20	Asian American Expo	Moon Festival 2020	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot I	09/29/20-10/05/20	\$61,275.50
R-063-20	Danielle Fitch Wedding	Danielle Fitch Wedding	Wedding (WEDDI)	The Hangar	06/19/20-06/21/20	\$15,322.00
R-064-20	Ipsos Insight, LLC	Ipsos Auto Research	Research & Development (RD)	The Hangar	02/25/20-03/02/20	\$35,844.50
R-065-20	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Publishing Inc. - BrideWorld Expo	Consumer Show (CON)	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	06/13/20-06/14/20	\$12,072.50
R-066-20	Apex Events, LLC dba Apex Performance	Apex Events Study Team	Ride & Drive (RND)	Parking Lot D	03/22/20-03/26/20	\$11,840.00
R-067-20	Carnival Midway Attractions	Carnival Midway Attractions January Camping	Camping/Trailer Rally (RAL)	Campground	01/11/20-01/28/20	\$5,750.00
R-070-20	Bonnier Corporation	Sand Sports Super SWAP	Consumer Show (CON)	Crafters Village, Park Plaza, Plaza Pacifica	05/15/20-05/16/20	\$6,811.00
R-071-20	Bonnier Corporation	Sand Sports Super Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Country Meadows, Crafters Village, Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot I, Parking Lot P, Santa Ana Pavilion (Parade of Products), South Lawn, The Hangar	09/14/20-09/21/20	\$163,455.50
R-072-20	Orange County Wine Society	Orange County Wine Society - Wine Auction	Other (OTH)	Courtyard, Huntington Beach Building (#12)	04/03/20-04/04/20	\$3,653.50
R-073-20	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot G, Parking Lot I	05/06/20-05/11/20	\$142,581.50
R-074-20	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot G, Parking Lot I	05/12/20-05/18/20	\$129,464.00
R-075-20	Orange County Wine Society	Orange County Wine Society - Spring Membership	Party (PAR)	Courtyard	05/16/20-05/16/20	\$2,405.00

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-056-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

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

**February 20 - 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:

**The 43<sup>rd</sup> Annual OC Home & Garden Show**

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

**\$24,478.00**

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 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.

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

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

**Title: Sylvia Andersen, Promoter**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	The 43rd Annual OC Home & Garden Show	<b>Contract No:</b>	R-056-20
<b>Contact Person:</b>	Sylvia Andersen	<b>Phone:</b>	(801) 599-6664
<b>Event Date:</b>	02/21/2020 - 02/23/2020	<b>Hours:</b>	Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM

**Admission Price:** Free

**Vehicle Parking Fee:** \$9.00 General Parking

**Projected Attendance:**

3,000

## Facility Rental Fee

<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
<b>Thursday</b>			
Los Alamitos Building (#14)	02/20/2020 08:00 AM - 09:00 PM	Move In	1,525.00
<b>Friday</b>			
Los Alamitos Building (#14)	02/21/2020 12:00 PM - 06:00 PM	Event	3,050.00
<b>Saturday</b>			
Los Alamitos Building (#14)	02/22/2020 10:00 AM - 06:00 PM	Event	3,050.00
<b>Sunday</b>			
Los Alamitos Building (#14)	02/23/2020 10:00 AM - 05:00 PM	Event	3,050.00

**Move out must be completed by 11:59 PM Sunday - February 23, 2020 to avoid additional charges.**

**Total:**

**10,675.00**

## Estimated Equipment Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
25 MB Internet - Hard Line	02/21/2020 - 02/23/2020	TBD DAY	250.00 DAY	TBD
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage	Estimate Only	1.00 EVT	1,000.00 EVT	1,000.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	02/17/2020 - 02/23/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	02/21/2020 - 02/23/2020	2.00 EA	75.00 DAY	450.00
Public Address System (Per Building)	02/21/2020 - 02/23/2020	1.00 EA	75.00 DAY	225.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD

**Total:**

**4,155.00**

## Reimbursable Personnel Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	24.00 HR	120.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 4 Hours	4.00 HR	60.00 HR	240.00

# EXHIBIT A

Event Information						
<b>Event Day</b>						
Grounds Attendant Lead	02/21/2020 12:00PM - 06:00PM	1.00	EA	30.00	HR	180.00
Grounds Attendant	02/21/2020 12:00PM - 06:00PM	1.00	EA	24.00	HR	144.00
Janitorial Attendant	02/21/2020 12:00PM - 06:00PM	2.00	EA	24.00	HR	288.00
Electrician	02/21/2020 12:00PM - 06:00PM	1.00	EA	60.00	HR	360.00
Grounds Attendant Lead	02/22/2020 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	02/22/2020 09:00AM - 06:00PM	1.00	EA	24.00	HR	216.00
Janitorial Attendant	02/22/2020 09:00AM - 06:00PM	2.00	EA	24.00	HR	432.00
Electrician	02/22/2020 09:00AM - 06:00PM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	02/23/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	02/23/2020 09:00AM - 05:00PM	1.00	EA	24.00	HR	192.00
Janitorial Attendant	02/23/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Electrician	02/23/2020 09:00AM - 05:00PM	1.00	EA	60.00	HR	480.00
<b>Clean Up</b>						
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 7 Hours	7.00	HR	24.00	HR	168.00
Electrician	Estimate 3 Hours	3.00	HR	60.00	HR	180.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	02/21/2020 12:00PM - 06:00PM	1.00	EA	48.50	HR	291.00
Event Coordinator	02/22/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	02/23/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
<b>Parking</b>						
Parking Attendant Lead	02/20/2020 11:00AM - 05:00PM	1.00	EA	30.00	HR	180.00
Parking Attendant	02/20/2020 11:00AM - 05:00PM	2.00	EA	24.00	HR	288.00
<b>Technology</b>						
Technology Attendant (Audio Configuration Fee)	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b>Outside Services</b>						
Emergency Medical Services	02/21/2020 12:30PM - 06:30PM	2.00	EA	25.00	HR	300.00
Emergency Medical Services	02/22/2020 09:30AM - 06:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	02/23/2020 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
<b>Total:</b>						<b>8,148.00</b>
<b>Summary</b>						
Facility Rental Total						\$10,675.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$12,303.00
Refundable Deposit						\$1,500.00
<b>Grand Total:</b>						<b>\$24,478.00</b>

## EXHIBIT A

<b>Event Information</b>			
<b>Payment Schedule</b>			
<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>	
First Payment	01/17/2020	\$12,239.00	
Second Payment	02/03/2020	\$12,239.00	
		<b>Total:</b>	<b>\$24,478.00</b>

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

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

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

### **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.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-057-20**  
DATE **February 14, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **OC Science & Engineering Fair** 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 24, 2020 - March 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:

**OC Science & Engineering Fair**

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

**\$ 25,546.75**

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 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.

**OC Science & Engineering Fair  
P.O. Box 1361  
Huntington Beach, CA 92647**

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

**Title: Prasanthi Sathyaprakash, President,  
Orange County Science & Engineering Fair  
Board of Directors**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information							
<b>Event Name:</b>	OC Science & Engineering Fair		<b>Contract No:</b>	R-057-20			
<b>Contact Person:</b>	Darleen Weisz		<b>Phone:</b>	(949) 330-0351			
<b>Event Date:</b>	03/25/2020 - 03/26/2020		<b>Hours:</b>	Wednesday: 7:00 AM - 9:00 PM Thursday: 5:30 PM - 9:00 PM			
<b>Admission Price:</b>	Free						
<b>Vehicle Parking Fee:</b>	Parking Buyout		<b>Projected Attendance:</b>	3,000			
Facility Rental Fees							
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>		<u>Activity</u>	<u>Actual</u>			
<b>Tuesday</b>							
The Hangar		03/24/2020 07:00 AM - 08:00 PM	Move In	1,825.00			
<b>Wednesday</b>							
The Hangar		03/25/2020 07:00 AM - 09:00 PM	Event	*3,102.50			
<b>Thursday</b>							
Anaheim Building (#16)		03/26/2020 04:00 PM - 09:00 PM	Event	*1,997.50			
The Hangar		03/26/2020 04:00 PM - 09:00 PM	Event	*3,102.50			
<b>Friday</b>							
Anaheim Building (#16)		03/27/2020 07:00 AM - 11:59 AM	Move Out	No Charge			
The Hangar		03/27/2020 07:00 AM - 11:00 AM	Move Out	No Charge			
<b>*15% 501(c)(3) discount has been applied for event day only. Nonprofit verification must be submitted to OCFEC upon signing of Agreement.</b>							
<b>The Hangar move out must be completed by 11:00 AM Friday - March 27, 2020 to avoid additional charges.</b>							
<b>Anaheim Building (#16) move out must be completed by 11:59 AM Friday - March 27, 2020 to avoid additional charges.      Total:      10,027.50</b>							
Estimated Equipment Fees							
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>			
10 MB Internet - Hard Line	TBD	TBD DAY	150.00	DAY	TBD		
Chair (Individual)	Estimate 500	500.00 EA	2.50	EA	1,250.00		
Dumpster	Estimate 3	3.00 EA	18.00	EA	54.00		
Electrical Splitter Box	TBD	TBD EA	55.00	EA	TBD		
Electrical Usage	Estimate Only	1.00 EVT	1,000.00	EVT	1,000.00		
Forklift (Chairs)	Estimate 6 Hours	6.00 HR	75.00	HR	450.00		
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00	EA	TBD		
Podium	TBD	TBD EA	25.00	EA	TBD		
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00	EA	TBD		
Portable Electronic Message Board	03/25/2020 - 03/26/2020	2.00 DAY	75.00	DAY	300.00		
Public Address System (Per Building)	TBD	TBD DAY	75.00	DAY	TBD		
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00	HR	300.00		
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00	HR	450.00		
Wireless Internet Router	TBD	TBD EA	75.00	EA	TBD		
<b>Total:</b>					<b>3,804.00</b>		
Reimbursable Personnel Fees							
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>			
<b>Event Operations</b>							
<b>Set Up</b>							
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00	HR	192.00		
Grounds Attendant (Chairs)	Estimate 8 Hours	8.00 HR	24.00	HR	192.00		
Janitorial Attendant	Estimate 11 Hours	11.00 HR	24.00	HR	264.00		
Electrician	Estimate 2 Hours	2.00 HR	60.00	HR	120.00		
<b>Event Day</b>							
Grounds Attendant Lead	03/25/2020 06:00AM - 09:00PM	1.00 EA	30.00	HR	450.00		
Grounds Attendant	03/25/2020 06:00AM - 09:00PM	1.00 EA	24.00	HR	360.00		
Janitorial Attendant	03/25/2020 06:00AM - 09:00PM	2.00 EA	24.00	HR	720.00		
Electrician	TBD	TBD EA	60.00	HR	TBD		

# EXHIBIT A

Event Information						
Grounds Attendant Lead	03/26/2020 04:30PM - 09:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	03/26/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Janitorial Attendant	03/26/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Electrician	TBD	TBD	EA	60.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Grounds Attendant (Chairs)	Estimate 6 Hours	6.00	HR	24.00	HR	144.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 13 Hours	13.00	HR	24.00	HR	312.00
Electrician	Estimate 1 Hours	1.00	HR	60.00	HR	60.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	03/25/2020 06:00AM - 09:00PM	1.00	EA	48.50	HR	727.50
Event Coordinator	03/26/2020 04:30PM - 09:00PM	1.00	EA	48.50	HR	218.25
<b>Parking</b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
<b>Technology</b>						
Technology Attendant (Audio Configuration Fee)	TBD	TBD	EA	100.00	EVT	TBD
<b>Outside Services</b>						
Emergency Medical Services	03/24/2020 11:30AM - 08:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	03/25/2020 06:30AM - 09:30PM	2.00	EA	25.00	HR	750.00
Emergency Medical Services	03/26/2020 04:30PM - 09:30PM	2.00	EA	25.00	HR	250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
						<b>Total:</b> <b>7,662.50</b>

## Summary

Facility Rental Total	\$10,027.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,019.25
Parking Buyout (Based on 350 vehicles at \$10.00 per vehicle)	\$3,500.00
Refundable Deposit	\$1,000.00

**Grand Total:** **\$25,546.75**

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	02/24/2020	\$12,773.25
Second Payment	03/13/2020	\$12,773.50

**Total:** **\$25,546.75**

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

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

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

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-059-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Flying Miz Daisy** 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 27 - 29, 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:

**Flying Miz Daisy Vintage Market**

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

**\$ 18,459.50**

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

**Flying Miz Daisy  
P.O. Box 6813  
Laguna Niguel, CA 92677**

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

**Title: Charlene Goetz, Promoter**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information					
<b>Event Name:</b>	Flying Miz Daisy Vintage Market	<b>Contract No:</b>			R-059-20
<b>Contact Person:</b>	Charlene Goetz	<b>Phone:</b>			949-422-0432
<b>Event Date:</b>	03/28/2020 - 03/29/2020	<b>Hours:</b>		Saturday: 10:00 AM - 5:00 PM	Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	TBD				
<b>Vehicle Parking Fee:</b>	\$9.00 General Parking	<b>Projected Attendance:</b>			2,000
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>	
<b>Friday</b>					
Huntington Beach Building (#12)	03/27/2020 08:00 AM - 05:00 PM	Move In			1,725.00
<b>Saturday</b>					
Huntington Beach Building (#12)	03/28/2020 10:00 AM - 05:00 PM	Event			3,450.00
<b>Sunday</b>					
Huntington Beach Building (#12)	03/29/2020 10:00 AM - 04:00 PM	Event			3,450.00
			<b>Total:</b>		<b>8,625.00</b>
Move out must be completed by 11:59 PM Sunday - March 29, 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	03/27/2020 - 03/29/2020	TBD DAY	250.00 DAY		TBD
20 Amp Drop	TBD	TBD EA	25.00 EA		TBD
50 Amp Drop	TBD	TBD EA	70.00 EA		TBD
Audio Mixer	TBD	TBD EA	35.00 EA		TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA		TBD
Chair (Individual)	Estimate 35	35.00 EA	2.50 EA		87.50
Dumpster	Estimate 10	10.00 EA	18.00 EA		180.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA		TBD
Electrical Usage	Estimate Only	1.00 EVT	700.00 EVT		700.00
Forklift	TBD	TBD EA	75.00 EA		TBD
Hang Tag - 2 Day	Estimate 80	80.00 EA	8.00 EA		640.00
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
Marquee Board	03/02/2020 - 03/29/2020	1.00 EA	Included		Included
Picnic Tables	TBD	TBD EA	15.00 EA		TBD
Portable Electronic Message Board	03/28/2020 - 03/29/2020	2.00 DAY	75.00 DAY		300.00
Public Address System (Per Building)	03/27/2020 - 03/29/2020	1.00 DAY	75.00 DAY		225.00
Stanchion	Estimate 10	10.00 EA	5.00 EA		50.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
Wind Master (Small)	TBD	TBD EA	15.00 EA		TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA		TBD
Wireless Microphone	TBD	TBD EA	50.00 EA		TBD
			<b>Total:</b>		<b>2,632.50</b>
Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR		192.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR		192.00
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR		60.00
<b>Event Day</b>					
Grounds Attendant Lead	03/28/2020 09:00AM - 06:00PM	1.00 EA	30.00 HR		270.00
Grounds Attendant	03/28/2020 09:00AM - 06:00PM	1.00 EA	24.00 HR		216.00
Janitorial Attendant	03/28/2020 09:00AM - 06:00PM	2.00 EA	24.00 HR		432.00
Grounds Attendant Lead	03/29/2020 09:00AM - 05:00PM	1.00 EA	30.00 HR		240.00
Grounds Attendant	03/29/2020 09:00AM - 05:00PM	1.00 EA	24.00 HR		192.00
Janitorial Attendant	03/29/2020 09:00AM - 05:00PM	2.00 EA	24.00 HR		384.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
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	TBD	TBD	HR	60.00	HR	TBD
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	03/28/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	03/29/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	03/28/2020 09:30AM - 05:30PM	2.00	EA	24.00	HR	384.00
Security Attendant	03/29/2020 09:30AM - 04:30PM	2.00	EA	24.00	HR	336.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	03/28/2020 09:30AM - 05:30PM	1.00	EA	25.00	HR	200.00
Emergency Medical Services	03/29/2020 09:30AM - 04:30PM	1.00	EA	25.00	HR	175.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>\$5,702.00</b>

## Summary

Facility Rental Total		\$8,625.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$8,334.50
Refundable Deposit		\$1,500.00
	<b>Grand Total:</b>	<b>\$18,459.50</b>

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$2,156.25
Second Payment	01/27/2020	\$8,151.50
Third Payment	02/26/2020	\$8,151.75
	<b>Total:</b>	<b>\$18,459.50</b>

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

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

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

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

## **AMENDMENTS**

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

## **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

### 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.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-061-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Fight 2 Win 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 7 - 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:

**F2W Pro Jiu Jitsu**

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

**\$ 14,180.50**

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

**Fight 2 Win Promotions  
6207 E Euclid Ave.  
Centennial, CO 80111**

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

**Title: Cameron Ungar, Event Coordinator**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information					
<b>Event Name:</b>	F2W Pro Jiu Jitsu	<b>Contract No:</b>			R-061-20
<b>Contact Person:</b>	Cameron Ungar	<b>Phone:</b>			(858) 229-1162
<b>Event Date:</b>	02/08/2020	<b>Hours:</b>			Saturday: 5:00 PM - 11:00 PM
<b>Admission Price:</b>	\$60.00				
<b>Vehicle Parking Fee:</b>	\$9.00 General Parking	<b>Projected Attendance:</b>			1,200
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>	
<b>Friday</b>					
The Hangar	02/07/2020 08:00 AM - 08:00 PM	Move In			1,825.00
<b>Saturday</b>					
The Hangar	02/08/2020 05:00 PM - 11:00 PM	Event			3,650.00
			<b>Total:</b>		<b>5,475.00</b>
Move out must be completed by 2:00 AM Sunday - February 9, 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	TBD	TBD DAY	250.00	DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00	EA	TBD
100 Amp Drop	TBD	TBD EA	180.00	EA	TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00	EA	360.00
Barricade (Plastic)	TBD	TBD EA	15.00	EA	TBD
Cable Ramp	TBD	TBD EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD EA	2.50	EA	TBD
Dumpster	Estimate 6	6.00 EA	18.00	EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	350.00	EVT	350.00
Forklift	TBD	TBD EA	75.00	EA	TBD
Hang Tag - 1 Day	TBD	TBD EA	4.00	EA	TBD
Man Lift	TBD	TBD EA	75.00	EA	TBD
Marquee Board	02/02/2020 - 02/08/2020	1.00 EA	Included		Included
Portable Electronic Message Board	02/08/2020	2.00 DAY	75.00	DAY	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00	EA	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00	EA	TBD
Scissor Lift	TBD	TBD EA	75.00	EA	TBD
Stanchion	TBD	TBD EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
Wireless Internet Router	TBD	TBD EA	75.00	EA	TBD
			<b>Total:</b>		<b>1,193.00</b>
Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant Lead	TBD	TBD HR	30.00	HR	TBD
Grounds Attendant	Estimate 16 Hours	16.00 HR	24.00	HR	384.00
Electrician	TBD	TBD HR	60.00	HR	TBD
<b>Event Day</b>					
Grounds Attendant Lead	02/08/2020 04:00PM - 12:00AM	1.00 EA	30.00	HR	240.00
Grounds Attendant	02/08/2020 04:00PM - 12:00AM	2.00 EA	24.00	HR	384.00
Janitorial Attendant	02/08/2020 04:00PM - 12:00AM	2.00 EA	24.00	HR	384.00
Electrician	02/08/2020 04:00PM - 12:00AM	1.00 EA	60.00	HR	480.00
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00	HR	180.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	24.00	HR	288.00
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						
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	02/08/2020 04:00PM - 12:00AM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	02/08/2020 04:30PM - 11:30PM	1.00	EA	30.00	HR	210.00
Security Attendant	02/08/2020 04:30PM - 11:30PM	5.00	EA	24.00	HR	840.00
Usher Attendant	TBD	TBD	EA	24.00	HR	TBD
<b><u>Technology</u></b>						
Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
<b><u>Outside Services</u></b>						
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					<b>Total:</b>	<b>5,012.50</b>

### Summary

Facility Rental Total	\$5,475.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,205.50
Refundable Deposit	\$2,500.00
	<b>Grand Total:</b> <b>\$14,180.50</b>

### Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$1,368.75
Second Payment	02/24/2020	\$12,811.75
	<b>Total:</b> <b>\$14,180.50</b>	

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

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

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

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

### **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.

### **CANS AND GLASS**

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

## EXHIBIT A

### Event Information

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-062-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Asian American Expo** 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 29 - October 5, 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:

**Moon Festival 2020**

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

**\$61,275.50**

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

**Asian American Expo  
3940 Rosemead Blvd.  
Rosemead, CA 91770**

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

**Title: Gorden Kao, Director**

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

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Moon Festival 2020	<b>Contract No:</b>		R-062-20
<b>Contact Person:</b>	Josephine "Jersey" Huang	<b>Phone:</b>		(626) 280-8588 x222
<b>Event Date:</b>	10/03/2020 - 10/04/2020	<b>Hours:</b>		Saturday: 2:00 PM - 12:00 AM Sunday: 12:00 PM - 8:00 PM
<b>Admission Price:</b>	TBD			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>		10,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Tuesday</b>				
OC Promenade (Span)	09/29/2020 09:00 AM - 11:59 PM	Move In	1,175.00	
Parking Lot I	09/29/2020 09:00 AM - 11:59 PM	Move In	1,000.00	
<b>Wednesday</b>				
OC Promenade (Span)	09/30/2020 09:00 AM - 11:59 PM	Move In	1,175.00	
Parking Lot I	09/30/2020 09:00 AM - 11:59 PM	Move In	1,000.00	
<b>Thursday</b>				
OC Promenade (Span)	10/01/2020 09:00 AM - 11:59 PM	Move In	1,175.00	
Parking Lot I	10/01/2020 09:00 AM - 11:59 PM	Move In	1,000.00	
<b>Friday</b>				
OC Promenade (Span)	10/02/2020 09:00 AM - 11:59 PM	Move In	1,175.00	
Parking Lot I	10/02/2020 09:00 AM - 11:59 PM	Move In	1,000.00	
<b>Saturday</b>				
OC Promenade (Span)	10/03/2020 02:00 PM - 12:00 AM	Event	2,350.00	
Parking Lot I	10/03/2020 02:00 PM - 12:00 AM	Event	2,000.00	
<b>Sunday</b>				
OC Promenade (Span)	10/04/2020 12:00 PM - 08:00 PM	Event	2,350.00	
Parking Lot I	10/04/2020 12:00 PM - 08:00 PM	Event	2,000.00	
<b>Monday</b>				
OC Promenade (Span)	10/05/2020 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	10/05/2020 07:00 AM - 11:59 AM	Move Out	No Charge	
			<b>Total:</b>	<b>17,400.00</b>
<b>Move out must be completed by 11:59 AM Monday - October 5, 2020 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	09/29/2020 - 10/05/2020	TBD DAY	150.00 DAY	TBD
100 MB Internet - Hard Line	09/29/2020 - 10/05/2020	TBD DAY	850.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
40 Yard Dumpster	Estimate 5	5.00 EA	199.00 EA	995.00
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Cube Tower	TBD	TBD EA	100.00 EA	TBD
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	1,650.00 EVT	1,650.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Forklift (40 Yard Dumpster)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Gaffers Tape	TBD	TBD EA	30.00 EA	TBD
Handwashing Station	TBD	TBD EA	100.00 EA	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Hang Tag - 2 Day	TBD	TBD EA	15.00 EA	TBD
Man Lift	TBD	TBD EA	75.00 EA	TBD

# EXHIBIT A

Event Information					
Marquee Board	09/07/2020 - 10/04/2020	1.00 EA	Included	Included	
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD	
Portable Electronic Message Board	10/03/2020 - 10/04/2020	2.00 DAY	75.00 DAY	300.00	
Public Address System (Per Building)	10/03/2020 - 10/04/2020	1.00 DAY	75.00 DAY	150.00	
Signage/Banners	TBD	TBD EVT	0.00 EVT	TBD	
Stanchion	TBD	TBD EA	5.00 EA	TBD	
Straw Bale	TBD	TBD EA	5.00 EA	TBD	
Sweeper (In-House)	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00	
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EA	300.00	
Tonnage Weight (40 Yard Dumpster)	Estimate 20	20.00 EVT	75.00 EVT	1,500.00	
Trussing Unit	TBD	TBD EA	100.00 EA	TBD	
Water Truck (Includes Water)	TBD	TBD EA	80.00 EA	TBD	
Wind Master (Small)	TBD	TBD EA	15.00 EA	TBD	
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD	

**Total: 7,145.00**

Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<b>Creative Services</b>					
Creative Services					
Creative Services	TBD	TBD HR	45.00	HR	TBD
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant Lead	Estimate 16 Hours	16.00 HR	30.00 HR	480.00	
Grounds Attendant	Estimate 32 Hours	32.00 HR	24.00 HR	768.00	
Janitorial Attendant	Estimate 24 Hours	24.00 HR	24.00 HR	576.00	
Electrician	Estimate 8 Hours	8.00 HR	60.00 HR	480.00	
Plumber	TBD	TBD HR	60.00 HR	TBD	
<b>Event Day</b>					
Grounds Attendant Lead	10/03/2020 12:00PM - 01:00AM	1.00 EA	30.00 HR	390.00	
Grounds Attendant	10/03/2020 12:00PM - 01:00AM	6.00 EA	24.00 HR	1,872.00	
Janitorial Attendant	10/03/2020 12:00PM - 01:00AM	6.00 EA	24.00 HR	1,872.00	
Electrician	10/03/2020 12:00PM - 01:00AM	1.00 EA	60.00 HR	780.00	
Plumber	TBD	TBD EA	60.00 HR	TBD	
Grounds Attendant Lead	10/04/2020 10:00AM - 09:00PM	1.00 EA	30.00 HR	330.00	
Grounds Attendant	10/04/2020 10:00AM - 09:00PM	6.00 EA	24.00 HR	1,584.00	
Janitorial Attendant	10/04/2020 10:00AM - 09:00PM	6.00 EA	24.00 HR	1,584.00	
Electrician	10/04/2020 10:00AM - 08:00PM	1.00 EA	60.00 HR	600.00	
Plumber	TBD	TBD EA	60.00 HR	TBD	
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 16 Hours	16.00 HR	30.00 HR	480.00	
Grounds Attendant	Estimate 32 Hours	32.00 HR	24.00 HR	768.00	
Janitorial Attendant	Estimate 32 Hours	32.00 HR	24.00 HR	768.00	
Electrician	Estimate 8 Hours	8.00 HR	60.00 HR	480.00	
Plumber	TBD	TBD HR	60.00 HR	TBD	

\*Event Operations staffing subject to change based on operational needs.

Event Sales & Services					
Event Coordinator	10/03/2020 01:00PM - 01:00AM	1.00 EA	48.50	HR	582.00
Event Coordinator	10/04/2020 11:00AM - 08:00PM	1.00 EA	48.50	HR	436.50

Parking					
Parking Attendant Lead	Estimate 16 Hours	16.00 HR	30.00 HR	480.00	
Parking Attendant	Estimate 32 Hours	32.00 HR	24.00 HR	768.00	

**Safety & Security**

\*\*Security staffing subject to change based on operational needs.

# EXHIBIT A

Event Information						
<b>Technology</b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b>Outside Services</b>						
Ride Inspector	TBD	TBD	EVT	TBD	EVT	TBD
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	10/03/2020 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Orange County Sheriff Services	10/04/2020 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Sound Engineer	10/03/2020	1.00	EA	750.00	DAY	750.00
Sound Engineer	10/04/2020	1.00	EA	750.00	DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00
<b>Total:</b>						<b>26,730.50</b>

## Summary

Facility Rental Total	\$17,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$33,875.50
Refundable Deposit	\$10,000.00

**Grand Total:** **\$61,275.50**

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$4,350.00
Second Payment	04/29/2020	\$18,975.08
Third Payment	06/29/2020	\$18,975.08
Fourth Payment	08/29/2020	\$18,975.33
<b>Total:</b>		<b>\$61,275.50</b>

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

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

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

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

## **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.

## **CANS AND GLASS**

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

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

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

# EXHIBIT A

## Event Information

### **SECURITY**

A security plan must be submitted to OCFEC no later than September 15, 2020. With the exception of the Orange County Sheriffs, no armed security is allowed on site.

### **SOUND ORDINANCE**

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

All sound checks must take place on Friday - October 2, 2020 while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than Friday - September 25, 2020.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-063-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

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

**Danielle Fitch & Vince Mungo Wedding**

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

**\$ 11,672.00**

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

**Vince Mungo  
2592 Fairway Drive  
Costa Mesa, CA 92627**

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

**Title: Vince Mungo, Groom**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information					
<b>Event Name:</b>	Danielle Fitch & Vince Mungo Wedding	<b>Contract No:</b>			R-063-20
<b>Contact Person:</b>	Vince Mungo	<b>Phone:</b>			(949) 887-5560
<b>Event Date:</b>	06/20/2020	<b>Hours:</b>			Saturday: 5:00 PM - 1:00 AM
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>			300
Facility Rental Fees					
<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>			<b>Actual</b>
<b>Friday</b>					
The Hangar	06/19/2020 07:00 AM - 11:59 PM	Move In			1,825.00
<b>Saturday</b>					
The Hangar	06/20/2020 05:00 PM - 06/21/2020 01:00 AM	Event			3,650.00
<b>Move out must be completed by 11:59 AM Sunday - June 21, 2020 to avoid additional charges.</b>				<b>Total:</b>	<b>5,475.00</b>
Estimated Equipment Fees					
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>		<b>Actual</b>
100 Amp Drop	TBD	TBD EA	180.00	EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00	EA	TBD
Cable Ramp	TBD	TBD EA	15.00	EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00	EA	72.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00 EVT	350.00	EVT	350.00
Forklift	TBD	TBD EA	75.00	EA	TBD
Portable Electronic Message Board	06/20/2020	2.00 DAY	75.00	DAY	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00	EA	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00	EA	TBD
Scissor Lift	TBD	TBD EA	75.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
				<b>Total:</b>	<b>852.00</b>
Reimbursable Personnel Fees					
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>		<b>Actual</b>
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 6 Hours	6.00 HR	24.00	HR	144.00
Electrician	Estimate 1 Hour	1.00 HR	60.00	HR	60.00
<b>Event Day</b>					
Grounds Attendant Lead	06/20/2020 04:00PM - 01:00AM	1.00 EA	30.00	HR	270.00
Grounds Attendant	06/20/2020 04:00PM - 01:00AM	1.00 EA	24.00	HR	216.00
Janitorial Attendant	06/20/2020 04:00PM - 01:00AM	2.00 EA	24.00	HR	432.00
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00	HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	24.00	HR	120.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	24.00	HR	120.00
Electrician	Estimate 1 Hour	1.00 HR	60.00	HR	60.00
<b>Event Sales &amp; Services</b>					
Event Coordinator	06/20/2020 04:00PM - 01:00AM	1.00 EA	48.50	HR	436.50
<b>Parking</b>					
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	24.00	HR	384.00
<b>Safety &amp; Security</b>					
Security Attendant Lead	06/20/2020 04:30PM - 01:30AM	1.00 EA	30.00	HR	270.00
Security Attendant	06/20/2020 04:30PM - 01:30AM	3.00 EA	24.00	HR	648.00

# PRELIMINARY ESTIMATE OF COSTS

Event Information					
<b>Outside Services</b>					
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR
					<b>394.50</b>
					<b>Total: 3,945.00</b>
<b>Summary</b>					
Facility Rental Total					\$5,475.00
Estimated Equipment, Reimbursable Personnel and Services Total					\$4,797.00
Parking Buyout (Based on 100 vehicles at \$9.00 per vehicle)					\$900.00
Refundable Deposit					\$500.00
					<b>Grand Total: \$11,672.00</b>
<b>Payment Schedule</b>					
<b>Payment Schedule</b>		<b>Due Date</b>		<b>Amount</b>	
First Payment		01/20/2020			\$3,891.00
Second Payment		03/20/2020			\$3,891.00
Third Payment		05/20/2020			\$3,890.00
					<b>Total: \$11,672.00</b>

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

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

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

## **ADDITIONAL PERSONNEL AND EQUIPMENT**

Requests for equipment and personnel not listed on this agreement will result in additional charges.

## **CANOPIES / TENTS**

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

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

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

## **SOUND ORDINANCE**

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

**FORM F-31**

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-064-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Ipsos Insight, LLC** 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 25 - 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:

**Ipsos Auto Research**

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

**\$ 35,844.50**

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.

**Ipsos Insight, LLC  
1600 Stewart Avenue  
Westbury, NY 11590**

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

**Title: Mark Campbell, CFO**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Ipsos Auto Research	<b>Contract No:</b>	R-064-20
<b>Contact Person:</b>	Andrew Davis	<b>Phone:</b>	(310) 699-0900
<b>Event Date:</b>	02/26/2020 - 03/01/2020	<b>Hours:</b>	8:00 AM - 8:00 PM

<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	350
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## Facility Rental Fees

<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
<b>Tuesday</b>			
The Hangar	02/25/2020 08:00 AM - 08:00 PM	Move In	1,825.00
<b>Wednesday</b>			
The Hangar	02/26/2020 08:00 AM - 08:00 PM	Event	3,650.00
<b>Thursday</b>			
The Hangar	02/27/2020 08:00 AM - 08:00 PM	Event	3,650.00
<b>Friday</b>			
The Hangar	02/28/2020 08:00 AM - 08:00 PM	Event	3,650.00
<b>Saturday</b>			
The Hangar	02/29/2020 08:00 AM - 08:00 PM	Event	3,650.00
<b>Sunday</b>			
The Hangar	03/01/2020 08:00 AM - 08:00 PM	Event	3,650.00
<b>Monday</b>			
The Hangar	03/02/2020 07:00 AM - 11:59 AM	Move Out	No Charge

Move out must be completed by 11:59 AM Monday - March 2, 2020 to avoid additional charges. **Total:** **20,075.00**

## Estimated Equipment Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
10 MB Internet - Hard Line	02/25/2020 - 03/01/2020	2.00 DAY	150.00 DAY	1,800.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Usage	Estimate Only	1.00 EVT	1,000.00 EVT	1,000.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD

**Total:** **3,475.00**

## Reimbursable Personnel Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	TBD	TBD HR	60.00 HR	TBD
<b>Event Days</b>				
Grounds Attendant	Estimate 8 Hours (02/26/20)	8.00 HR	24.00 HR	192.00
Janitorial Attendant	Estimate 16 Hours (02/26/20)	16.00 HR	24.00 HR	384.00
Grounds Attendant	Estimate 8 Hours (02/27/2020)	8.00 HR	24.00 HR	192.00
Janitorial Attendant	Estimate 16 Hours (02/27/2020)	16.00 HR	24.00 HR	384.00
Grounds Attendant	Estimate 8 Hours (02/28/2020)	8.00 HR	24.00 HR	192.00
Janitorial Attendant	Estimate 16 Hours (02/28/2020)	16.00 HR	24.00 HR	384.00

## EXHIBIT A

<b>Event Information</b>						
Grounds Attendant	Estimate 8 Hours (02/29/2020)	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 16 Hours (02/29/2020)	16.00	HR	24.00	HR	384.00
Grounds Attendant	Estimate 8 Hours (03/01/2020)	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 16 Hours (03/01/2020)	16.00	HR	24.00	HR	384.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Electrician	TBD	TBD	HR	60.00	HR	TBD
<b>Event Sales &amp; Services</b>						
Event Coordinator	Estimate 4 Hours (02/26/2020)	4.00	HR	48.50	HR	194.00
Event Coordinator	Estimate 4 Hours (02/27/2020)	4.00	HR	48.50	HR	194.00
Event Coordinator	Estimate 4 Hours (02/28/2020)	4.00	HR	48.50	HR	194.00
Event Coordinator	Estimate 4 Hours (02/29/2020)	4.00	HR	48.50	HR	194.00
Event Coordinator	Estimate 4 Hours (03/01/2020)	4.00	HR	48.50	HR	194.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Parking Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
<b>Outside Services</b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
						<b>Total:</b> <b>6,644.50</b>
<b>Summary</b>						
Facility Rental Total						\$20,075.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$10,119.50
Parking Buyout (Based on 350 vehicles at \$9.00 per vehicle )						\$3,150.00
Refundable Deposit						\$2,500.00
						<b>Grand Total:</b> <b>\$35,844.50</b>
<b>Payment Schedule</b>						
<b>Payment Schedule</b>				<b>Due Date</b>		<b>Amount</b>
First Payment				01/24/2020		\$17,922.25
Second Payment				02/14/2020		\$17,922.25
						<b>Total:</b> <b>\$35,844.50</b>

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

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

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

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-065-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Adcom Publishing Inc. - BrideWorld Expo** hereinafter, called the 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 13 - 14, 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:

**Adcom Publishing Publishing Inc. - BrideWorld Expo**

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

**\$12,072.50**

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.

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

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

**Title: Steve Berry, President**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Adcom Publishing Publishing Inc. - BrideWorld Expo		<b>Contract No:</b>	R-065-20
<b>Contact Person:</b>	Steve Berry		<b>Phone:</b>	(714) 670-7800
<b>Event Date:</b>	06/14/2020 - 06/14/2020		<b>Hours:</b>	Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	Adult: \$10.00			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking		<b>Projected Attendance:</b>	2,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>		<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>				
Costa Mesa Building (#10)	06/13/2020 07:00 AM - 11:59 PM		Move In	1,525.00
Santa Ana Pavilion (Parade of Products)	06/13/2020 07:00 AM - 11:59 PM		Move In	No Charge
<b>Sunday</b>				
Costa Mesa Building (#10)	06/14/2020 10:00 AM - 04:00 PM		Event	3,050.00
Santa Ana Pavilion (Parade of Products)	06/14/2020 10:00 AM - 04:00 PM		Event	1,025.00
			<b>Total:</b>	<b>5,600.00</b>
Move out must be completed by 11:59 PM Sunday - June 14, 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 4	4.00 EA	25.00 EA	100.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	480.00 EVT	480.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	06/08/2020 - 06/14/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops - Do Not Provide	N/A DAY	75.00 DAY	N/A
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
			<b>Total:</b>	<b>1,606.00</b>
Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 4 Hours	4.00 HR	60.00 HR	240.00
<b>Event Day</b>				
Grounds Attendant Lead	06/14/2020 08:00AM - 04:00PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	06/14/2020 08:00AM - 04:00PM	2.00 EA	24.00 HR	384.00
Janitorial Attendant	06/14/2020 08:00AM - 04:00PM	2.00 EA	24.00 HR	384.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00 HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Electrician	Estimate 3 Hours	3.00 HR	60.00 HR	180.00

## EXHIBIT A

Event Information						
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/14/2020 08:00AM - 04:00PM	1.00	EA	48.50	HR	388.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	06/14/2020 09:30AM - 04:30PM	1.00	EA	30.00	HR	210.00
Security Attendant	06/14/2020 09:30AM - 04:30PM	2.00	EA	24.00	HR	336.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	06/14/2020 09:30AM - 04:30PM	2.00	EA	25.00	HR	350.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total:** **4,066.50**

### Summary

Facility Rental Total	\$5,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,672.50
Refundable Deposit	\$800.00

**Grand Total:** **\$12,072.50**

### Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	04/13/2020	\$6,036.25
Second Payment	05/13/2020	\$6,036.25
<b>Total:</b>		<b>\$12,072.50</b>

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

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

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

### **FACILITY RENTAL FEE**

2020 facility rental rates honored for the Anaheim Building (#16) and Los Alamitos Building (#14) due to the OCFEC request to relocate buildings.

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-066-20**  
DATE **February 5, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Apex Events, LLC** dba **Apex Performance** 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 22 - 26, 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:

**Apex Events Study Team**

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

**\$ 11,840.00**

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

**Apex Events, LLC dba Apex Performance  
25 Empire Drive, Suite 200  
Lake Forest, CA 92630**

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

**Title: Forest Smith, Chief Executive Officer**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information					
<b>Event Name:</b>	Apex Events Study Team	<b>Contract No:</b>		R-066-20	
<b>Contact Person:</b>	Mike Schoenbacher	<b>Phone:</b>		(949) 916-2474	
<b>Event Date:</b>	03/24/2020 - 03/26/2020	<b>Hours:</b>		7:30 AM - 3:30 PM	
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>		165	
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>	
<b>Sunday</b>					
Parking Lot D	03/22/2020 08:00 AM - 05:00 PM	Move In		1,000.00	
<b>Monday</b>					
Parking Lot D	03/23/2020 08:00 AM - 05:00 PM	Move In		1,000.00	
<b>Tuesday</b>					
Parking Lot D	03/24/2020 07:30 AM - 03:30 PM	Event		2,000.00	
<b>Wednesday</b>					
Parking Lot D	03/25/2020 07:30 AM - 03:30 PM	Event		2,000.00	
<b>Thursday</b>					
Parking Lot D	03/26/2020 07:30 AM - 03:30 PM	Event		2,000.00	
Parking Lot D	03/26/2020 03:30 PM - 08:30 PM	Move Out		No Charge	
			<b>Total:</b>	<b>8,000.00</b>	
Move out must be completed by 8:30 PM Thursday - March 26, 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	TBD	TBD EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00	EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00	EA	18.00
Forklift	TBD	TBD EA	75.00	EA	TBD
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00	EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00	HR	300.00
			<b>Total:</b>	<b>318.00</b>	
Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00	HR	96.00
<b>Clean Up</b>					
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00	HR	96.00
<b>Event Sales &amp; Services</b>					
Event Coordinator	Estimate 4 Hours	4.00 HR	48.50	HR	194.00
Event Coordinator	Estimate 4 Hours	4.00 HR	48.50	HR	194.00
Event Coordinator	Estimate 4 Hours	4.00 HR	48.50	HR	194.00
<b>Parking</b>					
Parking Attendant	Estimate 16 Hours	16.00 HR	24.00	HR	384.00
<b>Safety &amp; Security</b>					
Security Attendant - Overnight	03/23/2020 06:00PM - 06:00AM	1.00 EA	24.00	HR	288.00
Security Attendant - Overnight	03/24/2020 06:00PM - 06:00AM	1.00 EA	24.00	HR	288.00
Security Attendant - Overnight	03/25/2020 06:00PM - 06:00AM	1.00 EA	24.00	HR	288.00
			<b>Total:</b>	<b>2,022.00</b>	

## EXHIBIT A

Event Information	
Summary	
Facility Rental Total	\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,340.00
Refundable Deposit	\$1,500.00
	<b>Grand Total:</b>
	<b>\$11,840.00</b>

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/07/2020	\$5,920.00
Second Payment	02/21/2020	\$5,920.00
		<b>Total:</b>
		<b>\$11,840.00</b>

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

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

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

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

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

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

### **RENTOR AGREES:**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-067-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Carnival Midway Attractions** 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 11 - 28, 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:

**Carnival Midway Attractions January Camping**

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

**\$ 5,750.00**

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.

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

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

**Title: Tony Guadagno, Owner**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

<b>Event Information</b>					
<b>Event Name:</b>	Carnival Midway Attractions January Camping	<b>Contract No:</b>	R-067-20		
<b>Contact Person:</b>	Dale Razor	<b>Phone:</b>	(626) 298-9326		
<b>Event Dates:</b>	01/11/2020 - 01/28/2020	<b>Hours:</b>	7:00 AM - 11:59 PM Daily		
<b>Camping and Parking Fee:</b>	<i>See Facility Rental Fees</i>		<b>Projected Attendance:</b>	35	
<b>Facility Rental Fees</b>					
<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>	
<b>Saturday - Tuesday</b>					
Campground ( <i>Employee Bunkhouse</i> )	01/11/2020 12:00 PM - 11/28/2020 12:00 PM (17 Nights)	6.00 EA	45.00 DAY	4,590.00	
<b>Check out must be completed by 12:00 Noon on Tuesday - January 28, 2020 to avoid additional charges.</b>				<b>Total:</b>	<b>4,590.00</b>
<b>Estimated Equipment Fees</b>					
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>	
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00	
				<b>Total:</b>	<b>144.00</b>
<b>Reimbursable Personnel Fees</b>					
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>	
<b>Event Operations</b>					
<b>Event Day</b>					
Janitorial Attendant	01/11/2020 - 01/28/2020 Estimate 15 Hours	15.00 HR	24.00 HR	360.00	
<b>Clean Up</b>					
Grounds Attendant		TBD HR	24.00 HR	TBD	
Janitorial Attendant		4.00 HR	24.00 HR	96.00	
Electrician		1.00 HR	60.00 HR	60.00	
<b>Safety &amp; Security</b>				<b>Total:</b>	<b>516.00</b>
<i>Overnight Security staffing requirements will be at the discretion of the OCFEC Security &amp; Traffic Department and will be billed accordingly.</i>					
<b>Summary</b>					
Facility Rental Total					\$4,590.00
Estimated Equipment, Reimbursable Personnel and Services Total					\$660.00
Refundable Deposit					\$500.00
				<b>Grand Total:</b>	<b>\$5,750.00</b>

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$5,750.00
		<b>Total:</b> <b style="text-align: right;">\$5,750.00</b>

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

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-070-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Bonnier Corporation** 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 15 - 16, 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:

**Sand Sports Super SWAP**

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

**\$ 6,811.00**

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.

**Bonnier Corporation  
838 North Delaware Street  
Indianapolis, IN 46204**

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

**Title: Tracy Feinsilver, Vice President Operations**   **Title: Doug Lofstrom, V.P. Business Development**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Sand Sports Super SWAP	<b>Contract No:</b>		R-070-20
<b>Contact Person:</b>	Tracy Feinsilver	<b>Phone:</b>		(212) 779-5576
<b>Event Date:</b>	05/16/2020	<b>Hours:</b>		7:00 AM - 2:00 PM
<b>Admission Price:</b>	Online Tickets: \$5.00 At Gate: \$10.00 Children Under 11: Free			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>		1,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Friday</b>				
Crafters Village	05/15/2020 06:00 AM - 02:00 PM	Move In	Included	
Park Plaza	05/15/2020 06:00 AM - 02:00 PM	Move In	Included	
Plaza Pacifica	05/15/2020 06:00 AM - 02:00 PM	Move In	1,000.00	
<b>Saturday</b>				
Crafters Village	05/16/2020 05:00 AM - 07:00 AM	Move In	No Charge	
Park Plaza	05/16/2020 05:00 AM - 07:00 AM	Move In	No Charge	
Plaza Pacifica	05/16/2020 05:00 AM - 07:00 AM	Move In	No Charge	
Crafters Village	05/16/2020 07:00 AM - 02:00 PM	Event	Included	
Park Plaza	05/16/2020 07:00 AM - 02:00 PM	Event	Included	
Plaza Pacifica	05/16/2020 07:00 AM - 02:00 PM	Event	2,000.00	
			<b>Total:</b>	<b>3,000.00</b>
Move out must be completed by 11:59 PM Saturday - May 16, 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 1	1.00 EA	25.00 EA	25.00
Barricade (Plastic)	Estimate 12	12.00 EA	15.00 EA	180.00
Chair (Individual)	Estimate 6	6.00 EA	2.50 EA	15.00
Dumpster	Estimate 9	9.00 EA	18.00 EA	162.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Forklift	TBD	TBD EA	75.00 EA	TBD
Portable Electronic Message Board	05/16/2020	2.00 DAY	75.00 DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			<b>Total:</b>	<b>757.00</b>
Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	Estimate 1 Hour	1.00 HR	60.00 HR	60.00
<b>Event Day</b>				
Grounds Attendant Lead	05/16/2020 05:00AM - 02:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/16/2020 06:00AM - 02:00PM	1.00 EA	24.00 HR	192.00
Janitorial Attendant	05/16/2020 06:00AM - 02:00PM	2.00 EA	24.00 HR	384.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	24.00 HR	144.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/16/2020 06:00AM - 02:00PM	1.00 EA	48.50 HR	388.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00

## EXHIBIT A

Event Information						
<u>Safety &amp; Security</u>						
Security Attendant - Overnight	05/15/2020 09:00PM - 05:00AM	1.00	EA	24.00	HR	192.00
Security Attendant	05/16/2020 06:30AM - 02:30PM	3.00	EA	24.00	HR	576.00
						<b>Total:</b> <b>2,554.00</b>
<u>Summary</u>						
Facility Rental Total						\$3,000.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$3,311.00
Refundable Deposit						\$500.00
						<b>Grand Total:</b> <b>\$6,811.00</b>
<u>Payment Schedule</u>						
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>		
First Payment		03/16/2020				\$3,405.50
Second Payment		04/15/2020				\$3,405.50
						<b>Total:</b> <b>\$6,811.00</b>

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

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

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

### **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.

### **2020 FACILITY RENTAL FEE**

Facility rental fee for 2020 Sand Sports Super SWAP event will be honored at a discounted rate for Crafters Village, Park Plaza and Plaza Pacifica due to OCFEC request for relocation.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-071-20**  
DATE **January 27, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Bonnier Corporation** 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 14 - 21, 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:

**Sand Sports Super Show**

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

**\$ 163,455.50**

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.

**Bonnier Corporation  
838 North Delaware Street  
Indianapolis, IN 46204**

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

**Title: Tracy Feinsilver, Vice President Operations**   **Title: Michele A. Richards, Chief Executive Officer**

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Sand Sports Super Show	<b>Contract No:</b>	R-071-20
<b>Contact Person:</b>	Tracy Feinsilver	<b>Phone:</b>	(212) 779-5576
<b>Event Dates:</b>	09/18/2020 - 09/20/2020	<b>Hours:</b>	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM
<b>Admission Price:</b>	Advance Sale Adult: \$15.00 Adult: \$20.00 Military: \$15.00 2 Day Pass: \$30.00 3 Day Pass: \$45.00 Coupon: \$15.00 Child (12 & Under): Free		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	25,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/14/2020 06:00 AM - 11:00 PM	Move In	No Charge
<b>Tuesday</b>			
Anaheim Building (#16)	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/15/2020 06:00 AM - 11:00 PM	Move In	No Charge
<b>Wednesday</b>			
Anaheim Building (#16)	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/16/2020 06:00 AM - 11:00 PM	Move In	No Charge
<b>Thursday</b>			
Anaheim Building (#16)	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge

# EXHIBIT A

Event Information			
Crafters Village	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/17/2020 06:00 AM - 11:00 PM	Move In	No Charge
<b>Friday</b>			
Anaheim Building (#16)	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Costa Mesa Building (#10)	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Country Meadows	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Crafters Village	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Huntington Beach Building (#12)	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Los Alamitos Building (#14)	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Main Mall	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
OC Promenade (Span)	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Park Plaza	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Parking Lot I	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Parking Lot P	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
South Lawn	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
The Hangar	09/18/2020 04:00 PM - 10:00 PM	Event	No Charge
<b>Saturday</b>			
Anaheim Building (#16)	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Costa Mesa Building (#10)	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Country Meadows	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Crafters Village	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Huntington Beach Building (#12)	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Los Alamitos Building (#14)	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Main Mall	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
OC Promenade (Span)	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Park Plaza	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Parking Lot I	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Parking Lot P	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
South Lawn	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
The Hangar	09/19/2020 09:00 AM - 07:00 PM	Event	No Charge
<b>Sunday</b>			
Anaheim Building (#16)	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Costa Mesa Building (#10)	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Country Meadows	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Crafters Village	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Huntington Beach Building (#12)	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Los Alamitos Building (#14)	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Main Mall	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
OC Promenade (Span)	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Park Plaza	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Parking Lot I	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Parking Lot P	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
South Lawn	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
The Hangar	09/20/2020 09:00 AM - 04:00 PM	Event	No Charge
<b>Monday</b>			
Anaheim Building (#16)	09/21/2020 06:00 AM - 11:00 PM	Move Out	No Charge

## EXHIBIT A

Event Information				
Costa Mesa Building (#10)	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Country Meadows	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Crafters Village	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Huntington Beach Building (#12)	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Los Alamitos Building (#14)	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Main Mall	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
OC Promenade (Span)	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Park Plaza	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Parking Lot I	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Parking Lot P	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
Santa Ana Pavilion (Parade of Products)	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
South Lawn	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge
The Hangar	09/21/2020 06:00 AM - 11:00 PM	Move Out		No Charge

**Total:**      \*See Facility Fee

\*Facility Rental Fee - - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.

Estimated Equipment Fees					
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>	
10 MB Internet - Hard Line	09/15/2020 - 09/20/2020	2.00 EA	150.00 DAY	1,800.00	
20 Amp Drop	Estimate 64	64.00 EA	25.00 EA	1,600.00	
30 Amp Drop	TBD	TBD EA	50.00 EA		TBD
50 Amp Drop	Estimate 25	25.00 EA	70.00 EA	1,750.00	
100 Amp Drop	Estimate 5	5.00 EA	180.00 EA	900.00	
200 Amp Drop	Estimate 5	5.00 EA	360.00 EA	1,800.00	
400 Amp Drop	TBD	TBD EA	720.00 EA		TBD
40 Yard Dumpster	Estimate 12	12.00 EA	199.00 EA	2,388.00	
Barricade (Metal)	TBD	TBD EA	15.00 EA		TBD
Barricade (Plastic)	Estimate 61	61.00 EA	15.00 EA	915.00	
Bench (Metal)	Estimate 32	32.00 EA	15.00 EA	480.00	
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA		TBD
Cable Ramp	Estimate 165	165.00 EA	15.00 EA	2,475.00	
Chair (Individual)	TBD	TBD EA	2.50 EA		TBD
Cube Tower	Estimate 4	4.00 EA	100.00 EA	400.00	
Dumpster	TBD	TBD EA	18.00 EA		TBD
Electrical Splitter Box	Estimate 95	95.00 EA	55.00 EA	5,225.00	
Electrical Usage	Estimate Only	1.00 EA	3,500.00 EVT	3,500.00	
Forklift	Estimate 130 Hours	130.00 HR	75.00 EA	9,750.00	
Forklift (40 Yard Dumpster)	Estimate 52 Hours	52.00 HR	75.00 EA	3,900.00	
Hang Tag - 3 Day	Estimate 775	775.00 EA	15.00 EA	11,625.00	
Man Lift	Estimate 4 Hours	4.00 HR	75.00 EA	300.00	
Marquee Board (4 Consecutive Weeks)	08/24/2020 - 09/20/2020	4.00 WK	Included		Included
Overall Public Address System	09/18/2020 - 09/20/2020	1.00 EA	250.00 DAY	750.00	
Picnic Table (Rectangular & Round)	Estimate 50	50.00 EA	15.00 EA	750.00	
Portable Electronic Message Board	09/18/2020 - 09/20/2020	4.00 EA	75.00 DAY	900.00	
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA		TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA		TBD
Roller w/ Operator	Estimate 2 Hours	2.00 HR	75.00 EA	150.00	
RV Camping (Campground)	TBD	TBD EA	45.00 EA		TBD
Scissor Lift	Estimate 10 Hours	10.00 HR	75.00 EA	750.00	
Signage Pole	Estimate 6	6.00 EA	75.00 EA	450.00	
Signage/Banners	TBD	TBD EA	0.00 EVT		TBD
Stanchion	TBD	TBD EA	5.00 EA		TBD
Sweeper (In-House)	Estimate 30 Hours	30.00 HR	75.00 EA	2,250.00	
Ticket Booth (Double Window)	Estimate 9	9.00 EA	100.00 EA	900.00	
Tonnage Weight (40 Yard Dumpster)	Estimate 19	19.00 TON	75.00 EVT	1,425.00	
Tractor w/ Operator	Estimate 4 Hours	4.00 HR	75.00 EA	300.00	
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00	
Umbrella w/ Stand	Estimate 50	50.00 EA	15.00 EA	750.00	

## EXHIBIT A

Event Information						
Water Truck (Includes Water)	TBD	TBD	HR	80.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Yellow Bollard	Estimate 13	13.00	EA	15.00	EA	195.00
<b>Total:</b>					<b>58,728.00</b>	
Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>		<u>Units</u>		<u>Rate</u>	<u>Actual</u>
<u>Auditor</u>						
Ticket Auditor	Estimate 13 Hours		13.00	HR	24.00	HR
<u>Creative Services</u>						
Creative Services	Estimate 4 Hours		4.00	HR	48.50	EA
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant	Estimate 80 Hours		80.00	HR	24.00	EA
Janitorial Attendant	Estimate 56 Hours		56.00	HR	24.00	EA
Electrician	Estimate 107 Hours		107.00	HR	60.00	EA
Plumber	Estimate 16 Hours		16.00	HR	60.00	EA
<u>Event Day</u>						
Grounds Attendant Lead	09/18/2020 02:00 PM - 11:00 PM		1.00	EA	30.00	HR
Grounds Attendant	09/18/2020 02:00 PM - 11:00 PM		5.00	EA	24.00	HR
Janitorial Attendant Lead	09/18/2020 02:00 PM - 09/19/2020 12:00 AM		1.00	EA	30.00	HR
Janitorial Attendant	09/18/2020 02:00 PM - 09/19/2020 12:00 AM		18.00	EA	24.00	HR
Electrician	09/18/2020 03:00 PM - 10:00 PM		1.00	EA	60.00	HR
Plumber	09/18/2020 03:00 PM - 10:00 PM		1.00	EA	60.00	HR
Grounds Attendant Lead	09/19/2020 08:00 AM - 11:00 PM		1.00	EA	30.00	HR
Grounds Attendant	09/19/2020 08:00 AM - 08:00 PM		7.00	EA	24.00	HR
Janitorial Attendant Lead	09/19/2020 08:00 AM - 09:00 PM		1.00	EA	30.00	HR
Janitorial Attendant	09/19/2020 08:00 AM - 09:00 PM		22.00	EA	24.00	HR
Electrician	09/19/2020 08:00 AM - 07:00 PM		1.00	EA	60.00	HR
Plumber	09/19/2020 08:00 AM - 07:00 PM		1.00	EA	60.00	HR
Grounds Attendant Lead	09/20/2020 08:00 AM - 05:00 PM		1.00	EA	30.00	HR
Grounds Attendant	09/20/2020 08:00 AM - 05:00 PM		7.00	EA	24.00	HR
Janitorial Attendant Lead	09/20/2020 08:00 AM - 04:00 PM		1.00	EA	30.00	HR
Janitorial Attendant	09/20/2020 08:00 AM - 04:00 PM		22.00	EA	24.00	HR
Electrician	09/20/2020 08:00 AM - 04:00 PM		1.00	EA	60.00	HR
Plumber	09/20/2020 08:00 AM - 04:00 PM		1.00	EA	60.00	HR
<u>Clean Up</u>						
Grounds Attendant Lead	Estimate 16 Hours		16.00	HR	30.00	EA
Grounds Attendant	Estimate 64 Hours		64.00	HR	24.00	EA
Janitorial Attendant	Estimate 40 Hours		40.00	HR	24.00	EA
Electrician	Estimate 76 Hours		76.00	HR	60.00	EA
Plumber	Estimate 8 Hours		8.00	HR	60.00	EA
<u>Event Sales &amp; Services</u>						
Event Coordinator	09/18/2020 03:00 PM - 11:00 PM		1.00	EA	48.50	HR
Event Coordinator	09/19/2020 08:00 AM - 11:00 PM		1.00	EA	48.50	HR
Event Coordinator	09/20/2020 08:00 AM - 05:00 PM		1.00	EA	48.50	HR
<u>Parking</u>						
<u>Set Up</u>						
Parking Attendant Lead	09/16/2020 06:00 AM - 10:00 PM		2.00	EA	30.00	HR
Parking Attendant	09/16/2020 06:00 AM - 10:00 PM		5.00	EA	24.00	HR
Parking Attendant Lead	09/17/2020 06:00 AM - 05:00 PM		2.00	EA	30.00	HR
Parking Attendant	09/17/2020 06:00 AM - 05:00 PM		5.00	EA	24.00	HR

# EXHIBIT A

## Event Information

<b>Clean Up</b>					
Parking Attendant	09/21/2020 04:00 PM - 06:00 PM	4.00	EA	24.00	HR

### **Safety & Security**

#### **Thursday - September 17, 2020**

One (1) Security Attendant Lead from 7:00 AM to 9:00 PM

Gate 5 will be staffed by one (1) Security Attendant from 7:00 AM to 9:00 PM

Camp Gate will be staffed by one (1) Security Attendant from 7:00 AM to 9:00 PM

Three (3) Security Attendants as Rovers from 7:00 AM to 9:00 PM

### **Overnight**

FFZ will be staffed by one (1) Security Attendant from 9:00 PM to 9:00 AM

Gate 5 will be staffed by one (1) Security Attendant from 9:00 PM to 9:00 AM

Three (3) Security Attendants as Rovers from 9:00 PM to 9:00 AM

Security Attendant Lead	09/17/2020 07:00 AM - 09:00 PM	1.00	EA	30.00	HR	420.00
Security Attendant	09/17/2020 07:00 AM - 09:00 PM	5.00	EA	24.00	HR	1,680.00
Security Attendant - Overnight	09/17/2020 09:00 PM - 09/18/2020 09:00 AM	5.00	EA	24.00	HR	1,440.00

#### **Friday - September 18, 2020**

Six (6) Security Attendants to cover Gap in coverage from 9:00 AM - 2:00 PM

One (1) Security Attendant Lead from 2:00 PM to 11:00 PM

Baja Gate will be staffed by Four (4) Security Attendants from 2:00 PM to 11:00 PM

Blue Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM

Camp Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM

Camp Walk Gate will be staffed by One (1) Security Attendant from 2:00 PM to 11:00 PM

Green Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM

Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span)

will be staffed by Three (3) Security Attendants from 2:00 PM to 11:00 PM

West Mall, Farm and FFZ will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM

Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by Three (3)

Security Attendants from 2:00 PM to 11:00 PM

Four (4) Security Attendants as Rovers from 2:00 PM to 11:00 PM

### **Overnight**

FFZ will be staffed by one (1) Security Attendant from 11:00 PM to 8:00 AM

Four (4) Security Attendants as Rovers from 11:00 PM to 8:00 AM

Security Attendant Lead	09/18/2020 02:00 PM - 11:00 PM	1.00	EA	30.00	HR	270.00
Security Attendant	09/18/2020 02:00 PM - 11:00 PM	23.00	EA	24.00	HR	4,968.00
Security Attendant - Gap	09/18/2020 09:00 AM - 02:00 PM	6.00	EA	24.00	HR	720.00
Security Attendant - Overnight	09/18/2020 11:00 PM - 09/19/2020 08:00 AM	5.00	EA	24.00	HR	1,080.00

#### **Saturday - September 19, 2020**

One (1) Security Attendant Lead from 7:00 AM to 8:00 PM

Baja Gate will be staffed by Four (4) Security Attendants from 7:00 AM to 8:00 PM

Blue Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM

Camp Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM

Camp Walk Gate will be staffed by One (1) Security Attendant from 7:00 AM to 8:00 PM

Green Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM

Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span)

will be staffed by Three (3) Security Attendants from 7:00 AM to 8:00 PM

West Mall, Farm and FFZ will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM

Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by Three (3)

Security Attendants from 7:00 AM to 8:00 PM

Four (4) Security Attendants as Rovers from 7:00 AM to 8:00 PM

Security Attendant Lead	09/19/2020 07:00 AM - 08:00 PM	1.00	EA	30.00	HR	390.00
Security Attendant	09/19/2020 07:00 AM - 08:00 PM	23.00	EA	24.00	HR	7,176.00
Security Attendant - Overnight	09/19/2020 08:00 PM - 09/20/2020 07:00 AM	5.00	EA	24.00	HR	1,320.00

# EXHIBIT A

## Event Information

### **Sunday - September 20, 2020**

One (1) Security Attendant Lead from 7:00 AM to 7:00 PM  
 Baja Gate will be staffed by Four (4) Security Attendant from 7:00 AM to 7:00 PM  
 Blue Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM  
 Camp Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM  
 Camp Walk Gate will be staffed by One (1) Security Attendant from 7:00 AM to 7:00 PM  
 Green Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM  
 Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span) will be staffed by Three (3) Security Attendants from 7:00 AM to 7:00 PM  
 West Mall, Farm and FFZ will be staffed by two (2) Security Attendants from 7:00 AM to 7:00 PM  
 Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by three (3) Security Attendants from 7:00 AM to 7:00 PM  
 Four (4) Security Attendants as Rovers from 7:00 AM to 7:00 PM  
 Four (4) Security Attendants as Rovers from 7:00 PM to 12:00 AM

### **Overnight**

Four (4) Security Attendants as Rovers from 12:00 AM to 8:00 AM

Security Attendant Lead	09/20/2020 07:00 AM - 07:00 PM	1.00	EA	30.00	HR	360.00
Security Attendant	09/20/2020 07:00 AM - 07:00 PM	23.00	EA	24.00	HR	6,624.00
Security Attendant - Overnight	09/20/2020 07:00 PM - 09/21/2020 08:00 AM	4.00	EA	24.00	HR	1,248.00

*\*Security staffing subject to change based on operational needs.*

### **Technology**

#### **Set Up**

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Technology Attendant	Estimate 3 Hours	3.00	HR	48.50	EA	145.50

#### **Event Day**

Technology Attendant	09/18/2020 04:00 PM - 10:00 PM	1.00	EA	48.50	HR	291.00
Technology Attendant	09/19/2020 09:00 AM - 07:00 PM	1.00	EA	48.50	HR	485.00
Technology Attendant	09/20/2020 09:00 AM - 04:00 PM	1.00	EA	48.50	HR	339.50

#### **Clean Up**

Technology Attendant	Estimate 3 Hours	3.00	HR	48.50	EA	145.50
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### **Insurance**

S.E.L.I. Group Insurance	TBD	TBD	EA	TBD	DAY	TBD
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### **Outside Services**

Davis School	TBD	TBD	EA	300.00	EVT	TBD
Orange County Sheriff Services	09/18/2020 Estimate Only	2.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	09/19/2020 Estimate Only	2.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	09/20/2020 Estimate Only	2.00	EA	2,000.00	EVT	2,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	EA	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	5,200.00	EVT	5,200.00

**Total:** **94,727.50**

### **Summary**

Facility Rental Total

\*% of Gross

\$153,455.50

Estimated Equipment, Reimbursable Personnel and Services Total

\$10,000.00

\$10,000.00

**Grand Total:** **\$163,455.50**

# EXHIBIT A

Event Information		
Payment Schedule	Due Date	Amount
First Payment	04/14/2020	\$40,863.75
Second Payment	06/15/2020	\$40,863.75
Third Payment	07/14/2020	\$40,863.75
Fourth Payment	08/14/2020	\$40,864.25
	<b>Total:</b>	<b>\$163,455.50</b>

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

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

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

## **ADMISSIONS REQUIREMENTS**

### **Pre Event**

- **On Wednesday - September 16, 2020** (prior to the Sand Sports Super Show opening day), OCFEC staff auditors will conduct a physical inspection of all ticket stock and ticket manifest to be used during the event.
- Bonnier Corporation is required to submit a detailed report of ticket quantity to be distributed to each gate.
- **On Friday - September 18, 2020** (prior to the Sand Sports Super Show opening hour), Bonnier Corporation is to submit a final report of all advance sales.

### **Event Days**

- **On Friday - September 18, 2020 through Sunday - September 20, 2020**, OCFEC staff auditors will conduct a nightly audit of all ticket stock sold that day. A daily and event –to-date report is required at the conclusion of each event day.
- Final cumulative report is to be submitted to OCFEC on **Sunday - September 20, 2020**

### **Facility Rental Fee**

- Partial payment of the facility fee is due no later than **Thursday - September 17, 2020**. Final payment of the facility fee is due no later than **Monday - September 21, 2020**. Payment is to be submitted by Cashier's Check or Bank Wire.

## **AMENDMENTS**

Any changes to the agreement will be outlined in an amendment.

## **CAMPING**

Camping is \$45.00 per unit per night; includes electric and water. **Bonnier Corporation** to submit itemized list detailing number of units/days stayed. The list must be submitted by no later than **Tuesday - September 22, 2020**.

## **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.

## **CANS AND GLASS**

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

## **DRONES**

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

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.

## EXHIBIT A

### Event Information

- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device

### **FACILITY RENTAL FEES & REIMBURSABLE EXPENSES**

OCFEC shall retain the above specified percent of Gross Admissions Revenue to cover Facility Rental Fees. All additional reimbursable expenses shall be itemized and deducted from the refundable deposit.

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

Spectra will increase the price of beer by \$1.00. Bonnier Corporation will receive a \$1.00 rebate per unit of beer sold, less CA Sales Tax.

### **SECURITY**

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

### **SOUND ORDINANCE**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-072-20**  
DATE **February 5, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** 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 4, 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:

**Orange County Wine Society - Wine Auction**

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

**\$ 3,653.50**

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.

**Orange County Wine Society  
P.O. Box 11059  
Costa Mesa, CA 92627**

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

**Title: Bill Redding, President**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Orange County Wine Society - Wine Auction	<b>Contract No:</b>	R-072-20
<b>Contact Person:</b>	Bill Redding	<b>Phone:</b>	(714) 708-1636
<b>Event Date:</b>	04/04/2020	<b>Hours:</b>	11:00 AM - 4:00 PM

**Admission Price:** Members Only - \$20

**Vehicle Parking Fee:** No Charge (Private Event) **Projected Attendance:** 150

<b>Facility Rental Fees</b>		<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
<b>Facility and/or Area Fees</b>				
<b>Saturday</b>				
Huntington Beach Building (#12)		04/04/2020 11:00 AM - 04:00 PM	Event	525.00
			<b>Total:</b>	<b>525.00</b>

Move out must be completed by 11:59 PM Saturday - April 4, 2020 to avoid additional charges.

<b>Estimated Equipment Fees</b>				
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
10 MB Internet - Hard Line	04/04/2020	1.00 DAY	150.00 DAY	150.00
Dumpster	Estimate 4	4.00 EA	19.00 EA	76.00
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT	200.00
Forklift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Picnic Table (Rectangular & Round)	Estimate 76	76.00 EA	15.00 EA	1,140.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			<b>Total:</b>	<b>2,616.00</b>

<b>Reimbursable Personnel Fees</b>				
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	24.00 HR	72.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
<b>Technology</b>				
Technology Attendant	Estimate 1 Hours	1.00 HR	48.50 HR	48.50
			<b>Total:</b>	<b>312.50</b>

<b>Summary</b>				
Facility Rental Total				\$525.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$2,928.50
Refundable Deposit				\$200.00

<b>Payment Schedule</b>			<b>Grand Total:</b>	<b>\$3,653.50</b>
<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>		
First Payment	02/19/2020	\$1,826.75		
Second Payment	03/04/2020	\$1,826.75		
			<b>Total:</b>	<b>\$3,653.50</b>

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

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

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

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

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-073-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

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

**OC Night Market**

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

**\$ 142,581.50**

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

**Incuplace LLC  
P.O. Box 3772  
Alhambra, CA 91803**

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

**Title: Jonny Hwang, Promoter**

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

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	OC Night Market	<b>Contract No:</b>		R-073-20
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>		(626) 765-5066
<b>Event Date:</b>	05/08/2020 - 05/10/2020	<b>Hours:</b>		Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM
<b>Admission Price:</b>	\$5.00			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>		45,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Wednesday</b>				
OC Promenade (Span)	05/06/2020 12:00 AM - 05:00 PM	Move In	1,175.00	
Parking Lot G	05/06/2020 12:00 AM - 05:00 PM	Move In	500.00	
Parking Lot I	05/06/2020 12:00 AM - 05:00 PM	Move In	1,000.00	
<b>Thursday</b>				
OC Promenade (Span)	05/07/2020 07:00 AM - 05:00 PM	Move In	1,175.00	
Parking Lot G	05/07/2020 07:00 AM - 05:00 PM	Move In	500.00	
Parking Lot I	05/07/2020 07:00 AM - 05:00 PM	Move In	1,000.00	
<b>Friday</b>				
OC Promenade (Span)	05/08/2020 04:00 PM - 12:00 AM	Event	2,350.00	
Parking Lot G	05/08/2020 04:00 PM - 12:00 AM	Event	1,000.00	
Parking Lot I	05/08/2020 04:00 PM - 12:00 AM	Event	2,000.00	
<b>Saturday</b>				
OC Promenade (Span)	05/09/2020 04:00 PM - 12:00 AM	Event	2,350.00	
Parking Lot G	05/09/2020 04:00 PM - 12:00 AM	Event	1,000.00	
Parking Lot I	05/09/2020 04:00 PM - 12:00 AM	Event	2,000.00	
<b>Sunday</b>				
OC Promenade (Span)	05/10/2020 04:00 PM - 11:00 PM	Event	2,350.00	
Parking Lot G	05/10/2020 04:00 PM - 12:00 AM	Event	1,000.00	
Parking Lot I	05/10/2020 04:00 PM - 12:00 AM	Event	2,000.00	
<b>Monday</b>				
OC Promenade (Span)	05/11/2020 10:00 AM - 05:00 PM	Move Out	1,175.00	
Parking Lot G	05/11/2020 10:00 AM - 05:00 PM	Move Out	500.00	
Parking Lot I	05/11/2020 10:00 AM - 05:00 PM	Move Out	1,000.00	
		<b>Total:</b>		<b>24,075.00</b>
<b>Move out must be completed by 5:00 PM Monday - May 11, 2020 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
30 Amp Drop	Estimate 2	2.00 EA	50.00 EA	100.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 12	24.00 EA	199.00 EA	4,776.00
Barricade (Plastic)	Estimate 80	80.00 EA	15.00 EA	1,200.00
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 150	150.00 EA	15.00 EA	2,250.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Concrete Base	Estimate 24	24.00 EA	75.00 EA	1,800.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 85	85.00 EA	55.00 EA	4,675.00
Electrical Usage	Estimate Only	1.00 EVT	2,000.00 EVT	2,000.00
Forklift (Picnic Tables)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Forklift (Equipment)	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Forklift (40 Yard Dumpster)	Estimate 38 Hours	38.00 HR	75.00 HR	2,850.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	5.00 EA	500.00
Hang Tag - 3 Day	Estimate 80	80.00 EA	15.00 EA	1,200.00
Information Booth	TBD	TBD EA	150.00 EA	TBD

## EXHIBIT A

Event Information						
Light Tower	Estimate 1	1.00 EA	400.00	EA	400.00	
Man Lift	Estimate 6 Hours	6.00 HR	75.00	HR	450.00	
Marquee Board	04/13/2020 - 05/17/2020	1.00 EA		Included		Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00 EA	15.00	EA	1,500.00	
Portable Electronic Message Board	05/08/2020 - 05/10/2020	2.00 DAY	75.00	DAY	450.00	
Propane & Diesel	TBD	TBD EA	0.00	EA	TBD	
Sand Bag	TBD	TBD EA	0.50	EA	TBD	
Scissor Lift	TBD	TBD EA	75.00	EA	TBD	
Stanchion	Estimate 30	30.00 EA	5.00	EA	150.00	
Sweeper (In-House)	Estimate 10 Hours	10.00 HR	75.00	HR	750.00	
Ticket Booth (Double Window)	Estimate 6	6.00 EA	100.00	EA	600.00	
Tonnage Weight (40 Yard Dumpster)	Estimate 60	60.00 TON	75.00	EVT	4,500.00	
Umbrella w/ Stand	TBD	TBD EA	15.00	EA	TBD	

**Total: 30,598.00**

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00	HR	360.00	
Grounds Attendant (Fence Panel)	Estimate 10 Hours	10.00 HR	24.00	HR	240.00	
Grounds Attendant	Estimate 64 Hours	64.00 HR	24.00	HR	1,536.00	
Janitorial Attendant	Estimate 34 Hours	34.00 HR	24.00	HR	816.00	
Electrician	Estimate 45 Hours	45.00 HR	60.00	HR	2,700.00	
Plumber	Estimate 12 Hours	12.00 HR	60.00	HR	720.00	
<b>Event Day</b>						
Grounds Attendant Lead	05/08/2020 03:00PM - 02:00AM	1.00 EA	30.00	HR	330.00	
Grounds Attendant	05/08/2020 07:00AM - 03:30PM	4.00 EA	24.00	HR	816.00	
Grounds Attendant	05/08/2020 03:00PM - 02:00AM	8.00 EA	24.00	HR	2,112.00	
Janitorial Attendant	05/08/2020 06:00PM - 02:00AM	8.00 EA	24.00	HR	1,536.00	
Janitorial Attendant (2019 = 22 Attendants)	05/08/2020 02:00PM - 02:00AM	18.00 EA	24.00	HR	5,184.00	
Electrician	05/08/2020 03:00PM - 02:00AM	1.00 EA	60.00	HR	660.00	
Plumber	TBD	TBD EA	60.00	HR	TBD	
Grounds Attendant Lead	05/09/2020 03:00PM - 02:00AM	1.00 EA	30.00	HR	330.00	
Grounds Attendant	05/09/2020 03:00PM - 02:00AM	8.00 EA	24.00	HR	2,112.00	
Grounds Attendant	05/09/2020 07:00AM - 03:30PM	4.00 EA	24.00	HR	816.00	
Janitorial Attendant	05/09/2020 06:00PM - 02:00AM	8.00 EA	24.00	HR	1,536.00	
Janitorial Attendant (2019 = 22 Attendants)	05/09/2020 03:00PM - 02:00AM	18.00 EA	24.00	HR	4,752.00	
Electrician	05/09/2020 03:00PM - 02:00AM	1.00 EA	60.00	HR	660.00	
Plumber	TBD	TBD EA	60.00	HR	TBD	
Grounds Attendant Lead	05/10/2020 03:00PM - 12:00AM	1.00 EA	30.00	HR	270.00	
Grounds Attendant	05/10/2020 07:00AM - 03:30PM	4.00 EA	24.00	HR	816.00	
Grounds Attendant	05/10/2020 03:00PM - 12:00AM	7.00 EA	24.00	HR	1,512.00	
Janitorial Attendant	05/10/2020 04:00PM - 12:00AM	8.00 EA	24.00	HR	1,536.00	
Janitorial Attendant (2019 = 22 Attendants)	05/10/2020 03:00PM - 12:00AM	18.00 EA	24.00	HR	3,888.00	
Electrician	05/10/2020 03:00PM - 12:00AM	1.00 EA	60.00	HR	540.00	
Plumber	TBD	TBD EA	60.00	HR	TBD	
<i>**Event Operations staffing subject to change based on operational needs.</i>						
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00	HR	360.00	
Grounds Attendant	Estimate 26 Hours	26.00 HR	24.00	HR	624.00	
Janitorial Attendant	Estimate 24 Hours	24.00 HR	24.00	HR	576.00	
Electrician	Estimate 8 Hours	8.00 HR	60.00	HR	480.00	
Plumber	Estimate 8 Hours	8.00 HR	60.00	HR	480.00	

# EXHIBIT A

Event Information						
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	05/08/2020 02:00PM - 12:00AM	1.00	EA	48.50	HR	485.00
Event Coordinator	05/09/2020 02:00PM - 12:30AM	1.00	EA	48.50	HR	509.25
Event Coordinator	05/10/2020 02:00PM - 11:30PM	1.00	EA	48.50	HR	460.75
<b><u>Insurance</u></b>						
S.E.L.I. Insurance	TBD	TBD	EA	TBD	DAY	TBD
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Parking Attendant	Estimate 54 Hours	54.00	HR	24.00	HR	1,296.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	05/07/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	05/08/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	05/08/2020 10:00AM - 03:30PM	2.00	EA	24.00	HR	264.00
Security Attendant	05/08/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	05/08/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	05/09/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	05/09/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	05/09/2020 11:30PM - 09:30AM	2.00	EA	24.00	HR	480.00
Security Attendant Lead	05/10/2020 03:30PM - 11:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	05/10/2020 03:30PM - 11:30PM	21.00	EA	24.00	HR	4,032.00
Security Attendant - Overnight	05/10/2020 03:30PM - 09:30AM	2.00	EA	24.00	HR	864.00
**Security staffing subject to change based on operational needs.						
<b><u>Technology</u></b>						
Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
<b><u>Outside Services</u></b>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	05/08/2020 03:00PM - 12:30AM	3.00	EA	25.00	HR	712.50
Emergency Medical Services	05/09/2020 03:30PM - 12:30AM	3.00	EA	25.00	HR	675.00
Emergency Medical Services	05/10/2020 03:30PM - 11:30PM	3.00	EA	25.00	HR	600.00
Orange County Sheriff Services	05/08/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	05/09/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	05/10/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Sound Engineer	05/08/2020 - 05/10/2020	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	8.00	HR	263.00	HR	2,104.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
<b>Total:</b>						<b>82,908.50</b>

## Summary

Facility Rental Total	\$24,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$113,506.50
Refundable Deposit	\$5,000.00

**Grand Total:** **\$142,581.50**

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$6,018.75
Second Payment	03/09/2020	\$45,520.75
Third Payment	04/08/2020	\$45,520.75
Fourth Payment	04/22/2020	\$45,521.25

**Total:** **\$142,581.50**

# EXHIBIT A

## Event Information

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

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

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

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

### **CARGO CONTAINERS**

Cargo Containers that measure 100 feet wide and are double stacked must be used as a sound barrier to mitigate any noise originating from the OC Night Market stage located in Parking Lot G.

### **FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET**

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - April 27, 2020**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **PEPSI BEVERAGES**

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

### **SOUND ORDINANCE**

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

All sound checks must take place on **Friday - May 8, 2020** while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than **April 24, 2020**.

### **OPERATIONS STAFFING**

OCFEC Operations Staffing subject to change based on operational needs.

**FORM F-31**

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-074-20**  
DATE **February 19, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Incuplace LLC** 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 12 - May 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:

**OC Night Market**

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

**\$ 129,464.00**

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

**Incuplace LLC  
P.O. Box 3772  
Alhambra, CA 91803**

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

**Title: Jonny Hwang, Promoter**

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

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	OC Night Market	<b>Contract No:</b>	R-074-20	
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>	(626) 765-5066	
<b>Event Date:</b>	05/15/2020 - 05/17/2020	<b>Hours:</b>	Friday: 4:00 PM - 12:00 AM	
			Saturday: 4:00 PM - 12:00 AM	
			Sunday: 4:00 PM - 11:00 PM	
<b>Admission Price:</b>	\$5.00			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	20,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Tuesday</b>				
OC Promenade (Span)	05/12/2020 07:00 AM - 05:00 PM	Move In	1,175.00	
Parking Lot G	05/12/2020 07:00 AM - 05:00 PM	Move In	500.00	
Parking Lot I	05/12/2020 07:00 AM - 05:00 PM	Move In	1,000.00	
<b>Wednesday</b>				
OC Promenade (Span)	05/13/2020 07:00 AM - 05:00 PM	Move In	1,175.00	
Parking Lot G	05/13/2020 07:00 AM - 05:00 PM	Move In	500.00	
Parking Lot I	05/13/2020 07:00 AM - 05:00 PM	Move In	1,000.00	
<b>Thursday</b>				
OC Promenade (Span)	05/14/2020 07:00 AM - 05:00 PM	Move In	1,175.00	
Parking Lot G	05/14/2020 07:00 AM - 05:00 PM	Move In	500.00	
Parking Lot I	05/14/2020 07:00 AM - 05:00 PM	Move In	1,000.00	
<b>Friday</b>				
OC Promenade (Span)	05/15/2020 04:00 PM - 12:00 AM	Event	2,350.00	
Parking Lot G	05/15/2020 04:00 PM - 12:00 AM	Event	1,000.00	
Parking Lot I	05/15/2020 04:00 PM - 12:00 AM	Event	2,000.00	
<b>Saturday</b>				
OC Promenade (Span)	05/16/2020 04:00 PM - 12:00 AM	Event	2,350.00	
Parking Lot G	05/16/2020 04:00 PM - 12:00 AM	Event	1,000.00	
Parking Lot I	05/16/2020 04:00 PM - 12:00 AM	Event	2,000.00	
<b>Sunday</b>				
OC Promenade (Span)	05/17/2020 04:00 PM - 11:00 PM	Event	2,350.00	
Parking Lot G	05/17/2020 04:00 PM - 11:00 PM	Event	1,000.00	
Parking Lot I	05/17/2020 04:00 PM - 11:00 PM	Event	2,000.00	
<b>Monday</b>				
OC Promenade (Span)	05/18/2020 10:00 AM - 05:00 PM	Move Out	No Charge	
Parking Lot G	05/18/2020 10:00 AM - 05:00 PM	Move Out	No Charge	
Parking Lot I	05/18/2020 10:00 AM - 05:00 PM	Move Out	No Charge	
			<b>Total:</b>	<b>24,075.00</b>
<b>Move out must be completed by 5:00 PM Monday - May 18, 2020 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Included in R-073-20	15.00 EA	25.00 EA	Included
30 Amp Drop	Included in R-073-20	2.00 EA	50.00 EA	Included
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	Included in R-073-20	1.00 EA	360.00 EA	Included
40 Yard Dumpster	Estimate 12	12.00 EA	199.00 EA	2,388.00
Barricade (Plastic)	Included in R-073-20	80.00 EA	15.00 EA	Included
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Included in R-073-20	150.00 EA	15.00 EA	Included
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Concrete Base	Included in R-073-20	24.00 EA	75.00 EA	Included
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Included in R-073-20	85.00 EA	55.00 EA	Included
Electrical Usage	Estimate Only	1.00 EVT	2,000.00 EVT	2,000.00

## EXHIBIT A

Event Information					
Forklift (Picnic Tables)	Estimate 12 Hours	12.00	HR	75.00	900.00
Forklift (Equipment)	Estimate 16 Hours	16.00	HR	75.00	1,200.00
Forklift (40 Yard Dumpster)	Estimate 30 Hours	30.00	HR	75.00	2,250.00
Hang Tag - 1 Day	Estimate 100	100.00	EA	5.00	500.00
Hang Tag - 3 Day	Estimate 80	80.00	EA	15.00	1,200.00
Information Booth	TBD	TBD	EA	150.00	TBD
Light Tower (Outside Rental)	Estimate Only	1.00	EA	400.00	400.00
Man Lift	Estimate 45 Hours	4.00	EA	75.00	300.00
Marquee Board	4/13/2020 - 5/17/2020	1.00	EA	TBD	Included
Picnic Table (Rectangular & Round)	Included in R-073-20	100.00	EA	15.00	Included
Portable Electronic Message Board	05/15/2020 - 05/17/2020	2.00	DAY	75.00	450.00
Propane & Diesel	TBD	TBD	EA	0.00	TBD
Sand Bag	TBD	TBD	EA	0.50	TBD
Scissor Lift	TBD	TBD	EA	75.00	TBD
Stanchion	Included in R-073-20	30.00	EA	5.00	Included
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	750.00
Ticket Booth (Double Window)	Included in R-073-20	6.00	EA	100.00	Included
Tonnage Weight (40 Yard Dumpster)	Estimate 60 Tons	60.00	EVT	75.00	4,500.00
Umbrella w/ Stand	TBD	TBD	EA	15.00	TBD

**Total: 16,838.00**

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	360.00	
Grounds Attendant	Estimate 64 Hours	64.00	HR	24.00	1,536.00	
Janitorial Attendant	Estimate 34 Hours	34.00	HR	24.00	816.00	
Electrician	Estimate 45 Hours	45.00	HR	60.00	2,700.00	
Plumber	Estimate 12 Hours	12.00	HR	60.00	720.00	
<b>Event Day</b>						
Grounds Attendant Lead	05/15/2020 03:00PM - 02:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	05/15/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Grounds Attendant	05/15/2020 03:00PM - 02:00AM	8.00	EA	24.00	HR	2,112.00
Janitorial Attendant	05/15/2020 06:00PM - 02:00AM	8.00	EA	24.00	HR	1,536.00
Janitorial Attendant (2019 = 22 Attendants)	05/15/2020 02:00PM - 02:00AM	18.00	EA	24.00	HR	5,184.00
Electrician	05/15/2020 03:00PM - 02:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
Grounds Attendant Lead	05/16/2020 03:00PM - 02:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	05/16/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Grounds Attendant	05/16/2020 03:00PM - 02:00AM	8.00	EA	24.00	HR	2,112.00
Janitorial Attendant	05/16/2020 03:00PM - 02:00AM	18.00	EA	24.00	HR	4,752.00
Janitorial Attendant (2019 = 22 Attendants)	05/16/2020 06:00PM - 02:00AM	8.00	EA	24.00	HR	1,536.00
Electrician	05/16/2020 03:00PM - 02:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
Grounds Attendant Lead	05/17/2020 03:00PM - 12:00AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	05/17/2020 03:00PM - 12:00AM	7.00	EA	24.00	HR	1,512.00
Grounds Attendant	05/17/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Janitorial Attendant	05/17/2020 04:00PM - 12:00AM	8.00	EA	24.00	HR	1,536.00
Janitorial Attendant (2019 = 22 Attendants)	05/17/2020 03:00PM - 12:00AM	18.00	EA	24.00	HR	3,888.00
Electrician	05/17/2020 03:00PM - 12:00AM	1.00	EA	60.00	HR	540.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
<i>*Event Operations staffing subject to change based on operational needs.</i>						
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	24.00	HR	1,440.00
Grounds Attendant (Fence Panels)	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	24.00	HR	576.00
Electrician	Estimate 41 Hours	41.00	HR	60.00	HR	2,460.00

# EXHIBIT A

Event Information						
Plumber	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	05/15/2020 02:00PM - 12:00AM	1.00	EA	48.50	HR	485.00
Event Coordinator	05/16/2020 02:00PM - 12:30AM	1.00	EA	48.50	HR	509.25
Event Coordinator	05/17/2020 02:00PM - 11:30PM	1.00	EA	48.50	HR	460.75
<b><u>Insurance</u></b>						
S.E.L.I. Insurance	TBD	TBD	EA	0.00	DAY	TBD
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Parking Attendant	Estimate 38 Hours	38.00	HR	24.00	HR	912.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	05/14/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	05/15/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	05/15/2020 10:00AM - 03:30PM	2.00	EA	24.00	HR	264.00
Security Attendant	05/15/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	05/15/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	05/16/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	05/16/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	05/16/2020 11:30PM - 09:30AM	2.00	EA	24.00	HR	480.00
Security Attendant Lead	05/17/2020 03:30PM - 11:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	05/17/2020 03:30PM - 11:30PM	21.00	EA	24.00	HR	4,032.00
Security Attendant - Overnight	05/17/2020 03:30PM - 09:30AM	2.00	EA	24.00	HR	864.00
*Security staffing subject to change based on operational needs.						
<b><u>Technology</u></b>						
Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
<b><u>Outside Services</u></b>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	05/15/2020 03:00PM - 12:30AM	3.00	EA	25.00	HR	712.50
Emergency Medical Services	05/16/2020 03:30PM - 12:30AM	3.00	EA	25.00	HR	675.00
Emergency Medical Services	05/17/2020 03:30PM - 11:30PM	3.00	EA	25.00	HR	600.00
Orange County Sheriff Services	05/15/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	05/16/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	05/17/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Sound Engineer	05/15/2020 - 05/17/2020	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only 1.5	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
<b>Total:</b>						<b>83,551.00</b>

## Summary

Facility Rental Total	\$24,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$100,389.00
Refundable Deposit	\$5,000.00

**Grand Total:** **\$129,464.00**

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$6,018.75
Second Payment	03/12/2020	\$41,148.33
Third Payment	04/13/2020	\$41,148.33
Fourth Payment	04/27/2020	\$41,148.58

**Total:** **\$129,464.00**

# EXHIBIT A

## Event Information

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

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

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

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

### **CARGO CONTAINERS**

Cargo Containers that measure 100 feet wide and are double stacked must be used as a sound barrier to mitigate any noise originating from the OC Night Market stage located in Parking Lot G.

### **FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET**

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - April 27, 2020**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **PEPSI BEVERAGES**

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

### **SOUND ORDINANCE**

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

All sound checks must take place on **Friday - May 15, 2020** while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than **April 24, 2020**.

### **OPERATIONS STAFFING**

OCFEC Operations Staffing subject to change based on operational needs.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-075-20**  
DATE **February 5, 2020**  
FAIRTIME  
INTERIM **XX**

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** 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 16, 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:

**Orange County Wine Society - Spring Membership**

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

**\$ 2,405.00**

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.

**Orange County Wine Society  
P.O. Box 11059  
Costa Mesa, CA 92627**

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

**Title: Bill Redding, President**

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

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

**Title: Doug Lofstrom, V.P. Business Development**

# EXHIBIT A

Event Information				
Event Name:	Orange County Wine Society - Spring Membership	Contract No:	R-075-20	
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663	
Event Date:	05/16/2020	Hours:	10:00 AM - 3:00 PM	
Admission Price:	Private event (OCWS members only)			
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	130	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Saturday				
Courtyard	05/16/2020 10:00 AM - 03:00 PM	Move In	No Charge	
Courtyard	05/16/2020 03:00 PM - 07:00 PM	Event	400.00	
			Total:	400.00
Move out must be completed by 11:59 PM Saturday - May 16, 2020 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT	200.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table (Rectangular & Round)	Estimate 22	22.00 EA	15.00 EA	330.00
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			Total:	1,217.00
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	05/17/2020 10:00AM - 12:00PM	1.00 EA	30.00 HR	60.00
Grounds Attendant	05/17/2020 10:00AM - 12:00PM	2.00 EA	24.00 HR	96.00
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR	60.00
			Total:	588.00
<u>Clean Up</u>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
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
			Total:	588.00
Summary				
Facility Rental Total				\$400.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$1,805.00
Refundable Deposit				\$200.00
			Grand Total:	\$2,405.00
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>	<u>Amount</u>	
First Payment		03/16/2020	\$1,202.50	
Second Payment		04/16/2020	\$1,202.50	
			Total:	\$2,405.00

## EXHIBIT A

### Event Information

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