

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

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>EVENT</b>	<b>DESCRIPTION</b>	<b>FACILITIES</b>	<b>CONTRACT DATES</b>	<b>CONTRACT AMOUNT</b>
R-023-20	County of Orange, County Executive Office/Real Estate	Bioterrorism Emergency	Other (OTH)	Year Round Rentals	01/01/20-12/31/20	Fee Waived
R-024-20	County of Orange Sheriff - Coroner Department	Mass Reception, Care and Shelter Site - As Required During Major Emergencies	Other (OTH)	Year Round Rentals	01/01/20-12/31/20	Fee Waived
R-025-20	Orange County Farm Bureau	Farmer's Market	Other (OTH)	Year Round Rentals	01/09/20-12/31/20	\$336.00 per month
R-030-20 AMENDMENT	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10)	02/25/20-03/02/20 (Amendment = added day)	\$54,877.25
<del>R-033-20 CANCELLED</del>	<del>March of Dimes, Inc.</del>	<del>March of Dimes - March for Babies</del>	<del>Festival (FST)</del>	<del>Country Meadows, Crafters Village, Pacific Amphitheatre, Park Plaza, Plaza Pacifica, Plaza Pacifica Lobby</del>	<del>05/08/20-05/09/20</del>	<del>\$5,219.25</del>
R-068-20	California Online Public Schools	California Connections Academy EOY Picnic	Party (PAR)	Country Meadows, Huntington Beach Building (#12)	6/3/2020	\$14,717.00
R-076-20	SoCal VegFest	SoCal VegFest	Festival (FST)	Costa Mesa Building (#10), Crafters Village, Park Plaza, Santa Ana Pavilion (Parade of Products)	09/11/20-09/14/20	\$79,439.50
R-079-20	Newport Mesa School District	NMUSD College & Career Night	Other (OTH)	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	10/21/2020	\$10,361.25
R-080-20	Silver Ince Productions	OC Wine Fest	Festival (FST)	The Hangar	06/12/20-06/14/20	\$24,721.00
R-081-20	Salem's Market	Salem's Market	Other (OTH)	Costa Mesa Building (#10), Park Plaza	10/02/20-10/03/20	\$20,107.50
<del>R-083-20 CANCELLED</del>	<del>The Activation Group</del>	<del>Activation Group - BMW</del>	<del>Research &amp; Development (RD)</del>	<del>Parking Lot D</del>	<del>03/27/20-03/30/20</del>	<del>\$12,766.00</del>
R-084-20	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot G, Parking Lot I	06/10/20-06/15/20	\$143,454.25

REVIEWED \_\_\_\_\_

DATE March 18, 2020

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

### RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and County of Orange, County Executive Office/Real Estate hereinafter, called the Rentor

#### WITNESSETH:

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

**January 1, 2020 - December 31, 2020**

**With one (1) one (1) option year; 01/01/2021 - 12/31/2021**

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

**Available buildings at time of need; Arena; Parking Lots E & F**

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

**Bioterrorism Emergency**

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

**Fee Waived**

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

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

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

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

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

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

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

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

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

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

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

**County of Orange  
County Executive Office/Real Estate  
601 North Ross Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92701**

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

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

**Title: Thomas A. Miller, CEO/Chief Estate Officer  
Per Board Approved ASR dated 4/1/2008  
Pursuant to Minute Order dated 4/1/2008**

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

32<sup>ND</sup> DISTRICT AGRICULTURAL  
ASSOCIATION

By \_\_\_\_\_  
Deputy

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

Date \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
CEO/Real Estate Services

By \_\_\_\_\_  
Thania Trujillo, Administrative Manger I

Date \_\_\_\_\_

**RENTOR**

COUNTY OF ORANGE

By \_\_\_\_\_  
Thomas A. Miller, CEO/Chief Real Estate  
Officer

Per Board Approved ASR dated 4/1/2008  
Pursuant to Minute Order dated 4/1/2008

Date \_\_\_\_\_

## **Exhibit A**

**Locations:** Arena, Lots E & F, and available buildings at time of need at the OC Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626

**Hours:** TBD by the timing, nature and severity of the event

**Estimated Attendance:** 1,000 to 10,000

**Purpose of Event:** To temporarily administer pharmaceutical and other health-related assistance to the citizens of Orange County in the event of a biological or chemical terrorist attack.

### **Rentor Agrees:**

- ) To contact the OC Fair & Event Center immediately upon determination of need for facilities.
- ) That if the above mentioned facilities are already in use at the time of an emergency, alternate facilities may be provided at the discretion of District (OCFEC) management if available.
- ) To reimburse District (OCFEC) for any out of pocket expenses related to this event.
- ) To leave all property at the OC Fair & Event Center in the same condition as it was found at the start of the event.
- ) To provide a letter stating that this agency is self-insured.
- ) That all contact with media regarding event will be made in consultation with the District's (OCFEC's) Communications Department
- ) To notify District (OCFEC) management immediately if a major incident occurs during the event that threatens the safety or welfare of visitors, employees, property or equipment, including incidents that require assistance from an emergency agency such as fire, police paramedics and military. Once notified, and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident.
- ) That all food served will be coordinated through the OCFEC's on-site master concessionaire, Ovations Food Services, L.P. dba Spectra, unless provided by a non-profit agency such as the Red Cross or Salvation Army.
- ) To provide staffing for setup and teardown of event.
- ) To provide its own tables and chairs.
- ) To provide its own audio visual and computer equipment.
- ) To provide its own forklift and certified driver.

- ) To observe noise regulations as outlined in Exhibit E (attached).
- ) That other events may be held at the OC Fair & Event Center simultaneous to emergency events, and that the Rentor must cooperate with the District's (OCFEC's) personnel and other event staff.
- ) To provide its own "crowd control"/safety and security to ensure its perimeters are intact and are maintaining appropriate separation from other events taking place.

**District (OCFEC) Agrees:**

- ) To provide buildings and land areas as follows:
  - Available buildings at time of need for meetings, mass prophylaxis, temporary storage and immunizations.
  - Parking Lot E for truck parking.
  - Parking Lot F (non-exclusive use) on event days for civilian trainee parking.
  - Arena for evacuation & determination of victims.
- ) To provide dumpsters.
- ) To provide electricity, water and sewer as available from municipal source.

FORM F-31

AGREEMENT NO. **R-024-20 REVISED**

REVIEWED \_\_\_\_\_

DATE **March 18, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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 **County of Orange, Sheriff - Coroner Department** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

#### WITNESSETH:

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

**January 1, 2020 - December 31, 2020**

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

#### See Exhibit A

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

#### Mass Reception, Care and Shelter Site - As Required During Major Emergencies

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

#### Fee Waived

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 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 Renter may be liable under any Workers' Compensation law and Renter 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 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.

**County of Orange**  
**Sheriff - Coroner Department**  
**550 North Flower Street**  
**Santa Ana, CA 92702-0449**

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

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

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

**Title: Donald Barnes, Sheriff-Coroner**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Mass Reception, Care and Shelter Site	<b>Contract No:</b>	R-024-20
<b>Contact Person:</b>	Donald Barnes	<b>Phone:</b>	(714) 628-7672
<b>Event Dates:</b>	01/01/2020 - 12/31/2020	<b>Hours:</b>	12:00AM - 11:59 PM Daily
		<b>Projected Attendance:</b>	500 - 10,000

## Facility Usage

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Anaheim Building (#16)	TBD	Shelter Site	Fee Waived
Costa Mesa Building (#10)	TBD	Shelter Site	Fee Waived
Huntington Beach Building (#12)	TBD	Shelter Site	Fee Waived
Los Alamitos Building (#14)	TBD	Shelter Site	Fee Waived
Main Mall	TBD	Shelter Site	Fee Waived
OC Promenade (The Span)	TBD	Shelter Site	Fee Waived
Parking Lot A	TBD	Shelter Site	Fee Waived
Parking Lot C	TBD	Shelter Site	Fee Waived
Parking Lot E	TBD	Shelter Site	Fee Waived
Parking Lot I	TBD	Shelter Site	Fee Waived
Santa Ana Pavilion (Parade of Products)	TBD	Shelter Site	Fee Waived
The Hangar	TBD	Shelter Site	Fee Waived



FORM F-31

AGREEMENT NO. **R-025-20**

REVIEWED \_\_\_\_\_

DATE **March 8, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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 Farm Bureau** 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 9 - December 31, 2020**

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

#### See Exhibit A

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

#### Farmer's Market

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

**\$336.00 per month**

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 Farm Bureau  
13402 Old Myford Road  
Irvine, CA 92620**

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

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

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

**Title: Patricia Harrison, Manager**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b> Farmer's Market	<b>Contract No:</b> R-025-20
<b>Contact Person:</b> Kathy Nakase	<b>Phone:</b> (714) 573-0374
<b>Event Dates:</b> 01/02/2020 - 12/31/2020	<b>Hours:</b> 6:00 AM - 1:00 PM

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>		<u>Activity</u>
Parking Lot D	January 9, 16, 23, 30	09:00 AM - 01:00 PM	Event
Parking Lot D	February 6, 13, 20, 27	09:00 AM - 01:00 PM	Event
Parking Lot D	March 5, 12, 19, 26	09:00 AM - 01:00 PM	Event
Parking Lot D	April 2, 9, 16, 23, 30	09:00 AM - 01:00 PM	Event
Parking Lot D	May 7, 14, 21, 28	09:00 AM - 01:00 PM	Event
Parking Lot D	June 4, 11, 18, 25	09:00 AM - 01:00 PM	Event
Parking Lot D or E	July 2, 9, 16, 23, 30	09:00 AM - 01:00 PM	Event
	<i>(During the OC Fair, the Farmer's Market will move to Lot E)</i>		
Parking Lot D or E	August 6, 13, 20, 27	09:00 AM - 01:00 PM	Event
	<i>(During the OC Fair, the Farmer's Market will move to Lot E)</i>		
Parking Lot D	September 3, 10, 17, 24	09:00 AM - 01:00 PM	Event
Parking Lot D	October 1, 8, 15, 22, 29	09:00 AM - 01:00 PM	Event
Parking Lot D	November 5, 12, 19, 26	09:00 AM - 01:00 PM	Event
Parking Lot D	December 3, 10, 17, 24, 31	09:00 AM - 01:00 PM	Event

### FACILITY RENTAL FEES:

Payment of \$336.00 due on the fifth (5<sup>th</sup>) day of every month.

### LOCATION(S):

A portion of Main Parking Lots "D" or "E" is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OCFEC will notify Renter and it will be the Renter's responsibility to notify the farmers of such change.

### OC FAIR & EVENT CENTER AGREES:

- To provide traffic cones and signage during each Farmer's Market event.
- To provide trash receptacles, water connections and restroom facilities.

### RENTER AGREES:

- That upon completion of each event day, premises including area used for public parking will be left in its original condition.
- That cost of any additional cleanup provided by OCFEC will be payable and due upon receipt of an itemized invoice.
- To remove any signs and/or banners from OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow setup of any vendor deemed inappropriate for the Farmer's Market.
- That the OCFEC retains all food and beverage concession rights.
- To ensure that metal poles are capped. Renter may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Renter may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.
- To accept current rental location "as is."
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 9, 2020.
- To provide current proof of Workers' Compensation Insurance by no later than January 9, 2020.
- To pay for electricity (at cost) should it be required as well as available.

# EXHIBIT A

## Event Information

### **PAYMENT SCHEDULE:**

- \$336.00 due on the fifth (5<sup>th</sup>) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1<sup>st</sup>) day of the following calendar month.

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

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



R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO GEM FAIRE  
(February 2020)**

DATE: March 18, 2020

RENTAL AGREEMENT: R-030-20

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday Costa Mesa Building	02/25/2020 03:00 PM - 11:59 PM	Move In	1,093.75
		<b>Total:</b>	<b>1,093.75</b>

**Summary**

Original Rental Agreement Facility Fee Total	\$27,700.00
<b>Revised Amendment Facility Fee Total</b>	<b>\$28,793.75</b>
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$25,283.50
Refundable Deposit	\$800.00
<b>Revised Grand Total:</b>	<b>\$54,877.25</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/27/2019	\$17,927.75
Second Payment	01/27/2020	\$17,927.75
Third Payment	02/10/2020	\$17,928.00
Fourth Payment	Upon Signing Amendment	\$1,093.75
<b>Payment Total:</b>		<b>\$54,877.25</b>

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

**\*\*Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.\*\***

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

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Allen Van Volkinburgh, Manager

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### IN-KIND TRADE

In exchange for the Facility Rental Fee In-Kind Trade, it has been mutually agreed that March of Dimes, Inc. will provide trade opportunities to OCFEC as follows:

- Exposure to March for Babies participants, including on stage and at the event Start Line
- Rights to use March for Babies marks and logos
- Access to digital assets (social media memes, images, digital advertisements)
- One targeted email to participants highlighting 2020 events (artwork specs will be provided shortly)
- Logo placement on event signage and promotional materials including brochures, posters, signs, and videos
- Inclusion in social media, public relations and email campaign
- Customizable team event webpage with partner logo, personalized introduction text and up-to-date team status
- Logo on event website with hyperlink to partner website
- Logo on event T-shirt (venue site host)
- Stage recognition
- Inclusion in day of social media, public relations and email campaign
- Official sponsor of March for Babies Kid Zone
- Distribution of flyers and promotional materials (1,500-2K units) at the event (estimated attendance 5K)

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

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

FORM F-31

AGREEMENT NO. **R-068-20**

REVIEWED \_\_\_\_\_

DATE **February 13, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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 **California Online Public Schools** 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 3, 2020**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

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

**California Connections Academy EOY Picnic**

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

**\$ 14,717.00**

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 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 Renter may be liable under any Workers' Compensation law and Renter 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 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.

**California Online Public Schools  
33272 Valle Road  
San Juan Capistrano, CA 92675**

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

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

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

**Title: Richard Savage, Executive Director**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	California Connections Academy EOY Picnic	<b>Contract No:</b>	R-068-20
<b>Contact Person:</b>	Melissa Kolbeck	<b>Phone:</b>	(619) 797-5117
<b>Event Date:</b>	06/03/2020	<b>Hours:</b>	Wednesday: 10:00 AM - 2:00 PM
<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>Wednesday</b>			
Country Meadows	06/03/2020 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	06/03/2020 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	06/03/2020 10:00 AM - 02:00 PM	Event	1,900.00
Huntington Beach Building (#12)	06/03/2020 10:00 AM - 02:00 PM	Event	3,450.00
<b>Total:</b>			<b>5,350.00</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	06/03/2020	1.00 EA	150.00 DAY	150.00
20 Amp Drop	Estimate 4	4.00 EA	25.00 EA	100.00
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA	300.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	250.00 EA	750.00
Chair (Individual)	Estimate 125	125.00 EA	2.50 EA	312.50
Dumpster	Estimate 11	11.00 EA	18.00 EA	198.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	Estimate 14 Hours	14.00 HR	75.00 EA	1,050.00
Hang Tag - 1 Day	Estimate 150	150.00 EA	4.00 EA	600.00
Picnic Table (Rectangular & Round)	Estimate 40	40.00 EA	15.00 EA	600.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	06/03/2020	2.00 EA	75.00 DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 DAY	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	75.00
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
<b>Total:</b>				<b>4,975.50</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 EA	192.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 EA	96.00
Electrician	Estimate 2 Hours	2.00 HR	60.00 EA	120.00
<b>Event Day</b>				
Grounds Attendant Lead	06/03/2020 06:00 AM - 04:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	06/03/2020 09:00 AM - 03:00 PM	1.00 EA	24.00 HR	144.00
Janitorial Attendant	06/03/2020 09:00 AM - 03:00 PM	2.00 EA	24.00 HR	288.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 EA	192.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 EA	96.00
Electrician	Estimate 2 Hours	2.00 HR	60.00 EA	120.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	06/03/2020 09:00 AM - 03:00 PM	1.00 EA	48.50 HR	291.00
<b><u>Parking</u></b>				
Parking Attendant	Estimate 5 Hours	5.00 HR	24.00 EA	120.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant	06/03/2020 09:00 AM - 03:00 PM	2.00 EA	24.00 HR	288.00

# EXHIBIT A

## Event Information

### Technology

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

Emergency Medical Services	06/03/2020 09:30 AM - 02:30 PM	2.00	EA	25.00	HR	250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	EA	394.50

**Total: 2,891.50**

### Summary

Facility Rental Total	\$5,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,867.00
Refundable Deposit	\$1,500.00

**Grand Total: \$14,717.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,337.50
Second Payment	04/04/2020	\$6,689.75
Third Payment	06/03/2020	\$6,689.75

**Total: \$14,717.00**

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

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

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

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

### ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property.

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

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

### OUTSIDE FOOD & BEVERAGE

Spectra agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage.

Glass bottles and cans brought on the grounds by attendees is strictly prohibited. Spectra will have concessions food and beverage services available for attendees.

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

Title: Richard Savage, Executive Director

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

Title: Doug Lofstrom, V.P. Business Development

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

Title: Juan Quintero, Spectra General Manager

FORM F-31

AGREEMENT NO. **R-076-20**

REVIEWED \_\_\_\_\_

DATE **February 26, 2020**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**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 **SoCal VegFest** 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 11 - 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:

**SoCal VegFest**

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

**\$ 79,439.50**

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 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 Renter may be liable under any Workers' Compensation law and Renter 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 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.

**SoCal VegFest  
P.O. Box 20163  
Fountain Valley, CA 92728**

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

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

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

**Title: Laura McManus, Executive Director**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	SoCal VegFest	<b>Contract No:</b>	R-076-20
<b>Contact Person:</b>	Laura McManus	<b>Phone:</b>	(714) 276-5020
<b>Event Date:</b>	09/12/2020 - 09/13/2020	<b>Hours:</b>	Saturday: 11:00 AM - 6:00 PM Sunday: 11:00 AM - 6:00 PM

**Admission Price:** 6 & Over: \$5.00 VIP: \$50.00

**Vehicle Parking Fee:** \$10.00 General Parking      **Projected Attendance:** 20,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	09/11/2020 07:00 AM - 11:59 PM	Move In	2,225.00
Crafters Village	09/11/2020 07:00 AM - 11:59 PM	Move In	550.00
Park Plaza	09/11/2020 07:00 AM - 11:59 PM	Move In	750.00
Santa Ana Pavilion (Parade of Products)	09/11/2020 07:00 AM - 11:59 PM	Move In	1,025.00
<b>Saturday</b>			
Costa Mesa Building (#10)	09/12/2020 11:00 AM - 06:00 PM	Event	4,450.00
Crafters Village	09/12/2020 11:00 AM - 06:00 PM	Event	1,100.00
Park Plaza	09/12/2020 11:00 AM - 06:00 PM	Event	1,500.00
Santa Ana Pavilion (Parade of Products)	09/12/2020 11:00 AM - 06:00 PM	Event	2,050.00
<b>Sunday</b>			
Costa Mesa Building (#10)	09/13/2020 11:00 AM - 06:00 PM	Event	4,450.00
Crafters Village	09/13/2020 11:00 AM - 06:00 PM	Event	1,100.00
Park Plaza	09/13/2020 11:00 AM - 06:00 PM	Event	1,500.00
Santa Ana Pavilion (Parade of Products)	09/13/2020 11:00 AM - 06:00 PM	Event	2,050.00
<b>Monday</b>			
Costa Mesa Building (#10)	09/14/2020 06:00 AM - 10:00 AM	Move Out	No Charge
Crafters Village	09/14/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Park Plaza	09/14/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	09/14/2020 06:00 AM - 10:00 AM	Move Out	No Charge

**Move out from Costa Mesa Building and Santa Ana Pavilion must be completed by 10:00 AM Monday - September 14, 2020 to avoid additional charges.**  
**Move out must be completed by 11:59 AM Monday - September 14, 2020 to avoid additional charges.**      **Total: 22,750.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	09/12/2020 - 09/13/2020	1.00 DAY	250.00 DAY	500.00
20 Amp Drop	Estimate 7	7.00 EA	25.00 EA	175.00
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
40 Yard Dumpster	Estimate 4	4.00 EA	199.00 EA	796.00
Barricade (Metal)	Estimate 70	70.00 EA	15.00 EA	1,050.00
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 6	6.00 EA	15.00 EA	90.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 8	8.00 EA	55.00 EA	440.00
Electrical Usage	Estimate Only	1.00 EVT	2,350.00 EVT	2,350.00
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Forklift (40 Yard Dumpster)	Estimate 21 Hours	21.00 HR	75.00 HR	1,575.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Hang Tag - 2 Day	Estimate 325	325.00 EA	10.00 EA	3,250.00
Information Booth	TBD	TBD EA	150.00 EA	TBD
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	08/17/2020 - 09/12/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	09/12/2020 - 09/13/2020	2.00 DAY	75.00 DAY	300.00
Propane & Diesel	TBD	TBD EA	0.00 EA	TBD

# EXHIBIT A

## Event Information

Sand Bag	TBD	TBD EA	0.50	EA	TBD
Scissor Lift	Estimate 1 Hours	1.00 HR	75.00	HR	75.00
Stanchion	Estimate 170	170.00 EA	5.00	EA	850.00
Straw Bale	TBD	TBD EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 27 Hours	27.00 HR	75.00	HR	2,025.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00	EA	TBD
Tonnage Weight (40 Yard Dumpster)		10.00 EVT	75.00	EVT	750.00
Umbrella w/ Stand	TBD	TBD EA	15.00	EA	TBD
<b>Total:</b>					<b>15,751.00</b>

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 52 Hours	52.00 HR	24.00 HR	1,248.00
Janitorial Attendant	Estimate 24 Hours	24.00 HR	24.00 HR	576.00
Electrician	Estimate 26 Hours	26.00 HR	60.00 HR	1,560.00
Plumber	Estimate 12 Hours	12.00 HR	60.00 HR	720.00
<b>Event Day</b>				
Grounds Attendant Lead	09/12/2020 09:00AM - 08:00PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	09/12/2020 09:00AM - 08:00PM	6.00 EA	24.00 HR	1,584.00
Janitorial Attendant	09/12/2020 09:00AM - 08:00PM	14.00 EA	24.00 HR	3,696.00
Electrician	09/12/2020 09:00AM - 08:00PM	1.00 EA	60.00 HR	660.00
Plumber	09/12/2020 09:00AM - 08:00PM	1.00 EA	60.00 HR	660.00
Grounds Attendant Lead	09/13/2020 09:00AM - 08:00PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	09/13/2020 09:00AM - 08:00PM	6.00 EA	24.00 HR	1,584.00
Janitorial Attendant	09/13/2020 09:00AM - 08:00PM	14.00 EA	24.00 HR	3,696.00
Electrician	09/13/2020 09:00AM - 08:00PM	1.00 EA	60.00 HR	660.00
Plumber	09/13/2020 09:00AM - 08:00PM	1.00 EA	60.00 HR	660.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 42 Hours	42.00 HR	24.00 HR	1,008.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	24.00 HR	384.00
Electrician	Estimate 23 Hours	23.00 HR	60.00 HR	1,380.00
Plumber	Estimate 8 Hours	8.00 HR	60.00 HR	480.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	09/12/2020 09:00AM - 08:00PM	1.00 EA	48.50 HR	533.50
Event Coordinator	09/13/2020 09:00AM - 08:00PM	1.00 EA	48.50 HR	533.50
<b>Parking</b>				
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
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	09/11/2020 07:00PM - 06:30AM	1.00 EA	24.00 HR	276.00
Security Attendant Lead	09/12/2020 10:30AM - 06:30PM	1.00 EA	30.00 HR	240.00
Security Attendant	09/12/2020 10:30AM - 06:30PM	19.00 EA	24.00 HR	3,648.00
Security Attendant - Overnight	09/12/2020 06:30PM - 09:00AM	1.00 EA	24.00 HR	348.00
Security Attendant Lead	09/13/2020 10:30AM - 06:30PM	1.00 EA	30.00 HR	240.00
Security Attendant	09/13/2020 10:30AM - 06:30PM	19.00 EA	24.00 HR	3,648.00
<b>Technology</b>				
Technology Attendant	Estimate 2 Hours	2.00 HR	48.50 HR	97.00

# EXHIBIT A

## Event Information

### Outside Services

Food Safety Inspector	Estimate 28 Hours	28.00	HR	47.00	HR	1,316.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Emergency Medical Services	09/12/2020 10:30AM - 06:30PM	4.00	EA	25.00	HR	800.00
Emergency Medical Services	09/13/2020 10:30AM - 06:30PM	4.00	EA	25.00	HR	800.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	TBD	TBD	EA	750.00	DAY	TBD
<b>Total:</b>						<b>35,938.50</b>

### Summary

Facility Rental Total	\$22,750.00	
Estimated Equipment, Reimbursable Personnel and Services Total	\$51,689.50	
Refundable Deposit	\$5,000.00	
<b>Grand Total:</b>		<b>\$79,439.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,687.50
Second Payment	04/10/2020	\$24,584.00
Third Payment	06/11/2020	\$24,584.00
Fourth Payment	08/11/2020	\$24,584.00
<b>Total:</b>		<b>\$79,439.50</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 Rentor 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.

### FOOD BUYOUT

Any food buyout agreed upon between Spectra and SoCal VegFest must be paid to Spectra no later than **Friday - September 4, 2020**.

### FUTURE TERMS

Future terms and agreements subject to change.

### HEALTH DEPARTMENT

Rentor has agreed to be the Health Department coordinator for all food and beverage vendors at the event.

# 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.

### **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 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, SoCal VegFest must comply with request.



FORM F-31

AGREEMENT NO. **R-079-20**

REVIEWED \_\_\_\_\_

DATE **February 20, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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 **Newport Mesa School District** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**October 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:

**NMUSD College & Career Night**

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

**\$ 10,361.25**

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

7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "F" attached to this Agreement and incorporated by these references.

8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

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

10. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
11. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
12. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
14. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
16. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
17. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**Newport Mesa School District  
2985-A Bear Street  
Costa Mesa, CA 92626**

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

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

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

**Title: John C. Drake, Director, K12 Curriculum**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	NMUSD College & Career Night	<b>Contract No:</b>	R-079-20
<b>Contact Person:</b>	Breck Lytle	<b>Phone:</b>	(714) 424-5031
<b>Event Date:</b>	10/21/2020	<b>Hours:</b>	Wednesday: 6:30 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>Wednesday</b>			
Costa Mesa Building (#10)	10/21/2020 06:30 PM - 09:00 PM	Move In/Event	4,450.00
Santa Ana Pavilion (Parade of Products)	10/21/2020 06:30 PM - 09:00 PM	Move In/Event	2,050.00
<b>Total:</b>			<b>6,500.00</b>

Move out must be completed by 11:59 PM Wednesday - October 21, 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 5	5.00 EA	19.00 EA	95.00
Electrical Usage	Estimate Only	1.00 EVT	300.00 EVT	300.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	10/15/2020 - 10/21/2020	TBD EA	TBD EA	TBD
Portable Electronic Message Board	10/21/2020	2.00 DAY	75.00 DAY	150.00
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>770.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	24.00 HR	144.00
<b>Event Day</b>				
Grounds Attendant Lead	10/21/2020 04:00PM - 09:00PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	10/21/2020 05:30PM - 09:00PM	1.00 EA	24.00 HR	84.00
Janitorial Attendant	10/21/2020 04:00PM - 09:00PM	3.00 EA	24.00 HR	360.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	24.00 HR	72.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	10/21/2020 05:30PM - 09:00PM	1.00 EA	48.50 HR	169.75
<b><u>Safety &amp; Security</u></b>				
Security Attendant	10/21/2020 05:00PM - 09:30PM	2.00 EA	24.00 HR	216.00
<b><u>Outside Services</u></b>				
Emergency Medical Services	10/21/2020 05:00PM - 09:30PM	2.00 EA	25.00 HR	225.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
<b>Total:</b>				<b>2,091.25</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$6,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,861.25
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$10,361.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/22/2020	\$2,590.25
Second Payment	09/21/2020	\$2,590.25
Third Payment	10/06/2020	\$2,590.25
Fourth Payment	10/31/2020	\$2,590.50
<b>Total:</b>		<b>\$10,361.25</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.

### IN-KIND TRADE\*

Vehicle Parking Fee	In-Kind Trade Total:	<b>\$7,000.00</b>
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Per Parking Lot Trade agreement between OC Fair & Event Center (OCFEC) and Newport Mesa Unified School District (NMUSD), OCFEC to provide parking at no charge for seven-hundred (700) vehicles. The In-Kind Trade value is \$7,000.00.

*\*Pending fully executed parking lot trade agreement between NMUSD and OCFEC as of February 20, 2020.*

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

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

FORM F-31

AGREEMENT NO. **R-080-20**

REVIEWED \_\_\_\_\_

DATE **February 26, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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 **Silver Ince Productions** 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 12 - 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:

#### OC Wine Fest

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

**\$ 24,721.00**

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 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 Renter may be liable under any Workers' Compensation law and Renter 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 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.

**Silver Ince Productions**  
**21131 Via Canon**  
**Yorba Linda, CA 92887**

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

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

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

**Title: Corey Silverman, Chief of Operations**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	OC Wine Fest	<b>Contract No:</b>	R-080-20
<b>Contact Person:</b>	Corey Silverman	<b>Phone:</b>	(714) 865-4100
<b>Event Date:</b>	06/13/2020 - 06/14/2020	<b>Hours:</b>	Saturday: 11:00 AM - 8:00 PM Sunday: 11:00 AM - 3:00 PM

**Admission Price:** \$70.00

**Vehicle Parking Fee:** \$10.00 General Parking      **Projected Attendance:** 1,800

## 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	06/12/2020 10:00 AM - 08:00 PM	Move In	1,825.00
<b>Saturday</b>			
The Hangar	06/13/2020 11:00 AM - 08:00 PM	Event	3,650.00
<b>Sunday</b>			
The Hangar	06/14/2020 11:00 AM - 03:00 PM	Event	3,650.00
<b>Total:</b>			<b>9,125.00</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>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA	300.00
Business WiFi Internet Connection	TBD	TBD DAY	25.00 DAY	TBD
Dumpster	Estimate 20	20.00 EA	19.00 EA	380.00
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 30	30.00 EA	10.00 EA	300.00
Portable Electronic Message Board	06/13/2020 - 06/14/2020	2.00 DAY	75.00 DAY	300.00
Public Address System (Per Building)	06/13/2020 - 06/14/2020	1.00 DAY	75.00 DAY	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>2,355.00</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	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
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	06/13/2020 10:00AM - 09:00PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	06/13/2020 10:00AM - 09:00PM	1.00 EA	24.00 HR	264.00
Janitorial Attendant	06/13/2020 10:00AM - 09:00PM	2.00 EA	24.00 HR	528.00
Electrician	TBD	TBD EA	60.00 HR	TBD

# EXHIBIT A

## Event Information

Grounds Attendant Lead	06/14/2020 10:00AM - 04:00PM	1.00	EA	30.00	HR	180.00
Grounds Attendant	06/14/2020 10:00AM - 04:00PM	1.00	EA	24.00	HR	144.00
Janitorial Attendant	06/14/2020 10:00AM - 04:00PM	2.00	EA	24.00	HR	288.00
Electrician	TBD	TBD	EA	60.00	HR	TBD
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00
Electrician	Estimate 1 Hours	1.00	HR	60.00	HR	60.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/13/2020 10:00AM - 09:00PM	1.00	EA	48.50	HR	533.50
Event Coordinator	06/14/2020 10:00AM - 04:00PM	1.00	EA	48.50	HR	291.00
<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	06/13/2020 10:30AM - 08:30PM	1.00	EA	30.00	HR	300.00
Security Attendant	06/13/2020 10:30AM - 08:30PM	5.00	EA	24.00	HR	1,200.00
Security Attendant Lead	06/14/2020 10:30AM - 03:30PM	1.00	EA	30.00	HR	150.00
Security Attendant	06/14/2020 10:30AM - 03:30PM	5.00	EA	24.00	HR	600.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	06/13/2020 10:30AM - 08:30PM	2.00	EA	25.00	HR	500.00
Emergency Medical Services	06/14/2020 10:30AM - 03:30PM	2.00	EA	25.00	HR	250.00
Orange County Sheriff Services	06/13/2020 Estimate Only	1.00	EA	1,600.00	EVT	1,600.00
Orange County Sheriff Services	06/14/2020 Estimate Only	1.00	EA	1,600.00	EVT	1,600.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 11,241.00**

### Summary

Facility Rental Total	\$9,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,596.00
Refundable Deposit	\$2,000.00

**Grand Total: \$24,721.00**

### Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	Upon Signing	\$2,281.25
Second Payment	03/19/2020	\$7,479.75
Third Payment	04/13/2020	\$7,479.75
Fourth Payment	05/12/2020	\$7,480.25
	<b>Total:</b>	<b>\$24,721.00</b>



# 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.

### ADDITIONAL PERSONNEL AND EQUIPMENT

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

### 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.

### 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 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, Renter must comply with request.

FORM F-31

AGREEMENT NO. **R-081-20**

REVIEWED \_\_\_\_\_

DATE **March 8, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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 **Salem's Market** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**WITNESSETH:**

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

**October 2 - 3, 2020**

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

**See Exhibit A**

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

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

**Salem's Market**

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

**\$20,107.50**

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 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 Renter may be liable under any Workers' Compensation law and Renter 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 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.

**Salem's Market**  
**302 South Carmalita Street**  
**Hemet, CA 92543**

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

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

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

**Title: Lisa Ortiz, Event Coordinator**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Salem's Market	<b>Contract No:</b>	R-081-20
<b>Contact Person:</b>	Lisa Ortiz	<b>Phone:</b>	(626) 825-4108
<b>Event Date:</b>	10/03/2020 - 10/03/2020	<b>Hours:</b>	Saturday: 7:00 AM - 7:00 PM
<b>Admission Price:</b>	TBD		

<b>Vehicle Parking Fee:</b> \$10.00 General Parking	<b>Projected Attendance:</b>	4,000
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	10/02/2020 03:00 PM - 09:00 PM	Move In	2,225.00
<b>Saturday</b>			
Park Plaza	10/03/2020 07:00 AM - 05:00 PM	Event	1,500.00
Costa Mesa Building (#10)	10/03/2020 12:00 PM - 07:00 PM	Event	4,450.00
		<b>Total:</b>	<b>8,175.00</b>

Move out must be completed by 11:59 PM Saturday - October 3, 2020 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Business WiFi Internet Connection	TBD	TBD DAY	25.00 DAY	TBD
Bench (Metal)	Estimate 10	10.00 EA	15.00 EA	150.00
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	450.00 EVT	450.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	5.00 EA	500.00
Man Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board	09/27/2020 - 10/03/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	10/03/2020	2.00 DAY	75.00 DAY	150.00
Public Address System (Per Building)	TBD	TBD DAY	75.00 DAY	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
		<b>Total:</b>		<b>2,940.00</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
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
<b>Event Day</b>				
Grounds Attendant Lead	10/03/2020 06:00AM - 08:00PM	1.00 EA	30.00 HR	420.00
Grounds Attendant	10/03/2020 06:00AM - 06:00PM	2.00 EA	24.00 HR	576.00
Grounds Attendant	10/03/2020 11:00AM - 08:00PM	2.00 EA	24.00 HR	432.00

# EXHIBIT A

Event Information							
Janitorial Attendant	10/03/2020 11:00AM - 08:00PM	3.00	EA	24.00	HR	648.00	
Janitorial Attendant	10/03/2020 06:00AM - 06:00PM	2.00	EA	24.00	HR	576.00	
<b>Clean Up</b>							
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00	
Grounds Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00	
Janitorial Attendant	Estimate 12 Hours	12.00	HR	24.00	HR	288.00	
Electrician	TBD	TBD	HR	60.00	HR	TBD	
<b><u>Event Sales &amp; Services</u></b>							
Event Coordinator	10/03/2020 06:00AM - 08:00PM	1.00	EA	48.50	HR	679.00	
<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	10/03/2020 06:00AM - 07:30PM	1.00	EA	30.00	HR	405.00	
Security Attendant	10/03/2020 06:30AM - 05:00PM	2.00	EA	24.00	HR	504.00	
Security Attendant	10/03/2020 11:30AM - 07:30PM	2.00	EA	24.00	HR	384.00	
<b><u>Technology</u></b>							
Technology Attendant	TBD	TBD	EA	48.50	HR	TBD	
<b><u>Outside Services</u></b>							
Emergency Medical Services	10/03/2020 06:30AM - 07:30PM	2.00	EA	25.00	HR	650.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
						<b>Total:</b>	<b>7,492.50</b>

## Summary

Facility Rental Total	\$8,175.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,432.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	
	<b>\$20,107.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	Upon Signing	\$2,043.75
Second Payment	05/01/2020	\$3,977.50
Third Payment	07/02/2020	\$3,977.50
Fourth Payment	09/02/2020	\$10,108.75
<b>Total:</b>		<b>\$20,107.50</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.

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### 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.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- 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 controlled ground based vehicles.
- 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 must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

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

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

### OTHER EVENTS

Rentor understands that other events will be taking place in other OCFEC buildings, and that attendees to those shows will need access through the Main Mall to get to their event.

### SOUND ORDINANCE

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

FORM F-31

AGREEMENT NO. **R-084-20**

REVIEWED \_\_\_\_\_

DATE **March 7, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

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

**June 10 - 15, 2020**

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

**See Exhibit A**

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

#### **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:

**\$ 143,454.25**

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

10. Renter 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 Renter may be liable under any Workers' Compensation law and Renter 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 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.

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

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

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

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

**Title: Jonny Hwang, Promoter**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	OC Night Market	<b>Contract No:</b>	R-084-20
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>	(626) 765-5066
<b>Event Date:</b>	06/12/2020 - 06/14/2020	<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>	Adult: \$5.00 Child: 6 & Under Free		
<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>Wednesday</b>			
OC Promenade (Span)	06/10/2020 07:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	06/10/2020 07:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	06/10/2020 07:00 AM - 05:00 PM	Move In	1,000.00
<b>Thursday</b>			
OC Promenade (Span)	06/11/2020 07:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	06/11/2020 07:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	06/11/2020 07:00 AM - 05:00 PM	Move In	1,000.00
<b>Friday</b>			
OC Promenade (Span)	06/12/2020 04:00 PM - 12:00 AM	Event	2,350.00
½ Parking Lot G	06/12/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	06/12/2020 04:00 PM - 12:00 AM	Event	2,000.00
<b>Saturday</b>			
OC Promenade (Span)	06/13/2020 04:00 PM - 12:00 AM	Event	2,350.00
½ Parking Lot G	06/13/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	06/13/2020 04:00 PM - 12:00 AM	Event	2,000.00
<b>Sunday</b>			
OC Promenade (Span)	06/14/2020 04:00 PM - 11:00 PM	Event	2,350.00
½ Parking Lot G	06/14/2020 04:00 PM - 11:00 PM	Event	1,000.00
Parking Lot I	06/14/2020 04:00 PM - 11:00 PM	Event	2,000.00
<b>Monday</b>			
OC Promenade (Span)	06/15/2020 10:00 AM - 05:00 PM	Move Out	No Charge
½ Parking Lot G	06/15/2020 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot I	06/15/2020 10:00 AM - 05:00 PM	Move Out	No Charge
<b>Total:</b>			<b>21,400.00</b>

Move out must be completed by 5:00 PM Monday - June 15, 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 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	12.00 EA	199.00 EA	2,388.00
Barricade (Metal)	Estimate 100	100.00 EA	15.00 EA	1,500.00
Cable Ramp	Estimate 150	150.00 EA	15.00 EA	2,250.00
Concrete Base	Estimate 24	24.00 EA	75.00 EA	1,800.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 85	85.00 EA	55.00 EA	4,675.00

# EXHIBIT A

Event Information					
Electrical Usage	Estimate Only	1.00 EVT	2,000.00	EVT	2,000.00
Electrical Usage (Stage)	Estimate Only	TBD EVT	0.00	EVT	TBD
Forklift	Estimate 32 Hours	32.00 HR	75.00	HR	2,400.00
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
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	05/18/2020 - 06/14/2020	4.00 EA	Included		Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00 EA	15.00	EA	1,500.00
Portable Electronic Message Board	06/12/2020 - 06/14/2020	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 30	30.00 EVT	75.00	EVT	2,250.00
Umbrella w/ Stand	TBD	TBD EA	15.00	EA	TBD
<b>Total:</b>					<b>28,948.00</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	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
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	06/12/2020 03:00PM - 02:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	06/12/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Grounds Attendant	06/12/2020 03:00PM - 02:00AM	8.00	EA	24.00	HR	2,112.00
Janitorial Attendant	06/12/2020 06:00PM - 02:00AM	8.00	EA	24.00	HR	1,536.00
Janitorial Attendant	06/12/2020 02:00PM - 02:00AM	22.00	EA	24.00	HR	6,336.00
Electrician	06/12/2020 03:00PM - 02:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
Grounds Attendant Lead	06/13/2020 03:00PM - 02:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	06/13/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Grounds Attendant	06/13/2020 03:00PM - 02:00AM	8.00	EA	24.00	HR	2,112.00
Janitorial Attendant	06/13/2020 03:00PM - 02:00AM	22.00	EA	24.00	HR	5,808.00
Janitorial Attendant	06/13/2020 06:00PM - 02:00AM	9.00	EA	24.00	HR	1,728.00
Electrician	06/13/2020 03:00PM - 02:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD

# EXHIBIT A

Event Information						
Grounds Attendant Lead	06/14/2020 03:00PM - 12:00AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	06/14/2020 03:00PM - 12:00AM	7.00	EA	24.00	HR	1,512.00
Grounds Attendant	06/14/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Janitorial Attendant	06/14/2020 04:00PM - 12:00AM	8.00	EA	24.00	HR	1,536.00
Janitorial Attendant	06/14/2020 03:00PM - 12:00AM	22.00	EA	24.00	HR	4,752.00
Electrician	06/14/2020 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 (Fence Panels)	Estimate 9 Hours	9.00	HR	24.00	HR	216.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	24.00	HR	1,248.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	24.00	HR	768.00
Electrician	Estimate 43 Hours	43.00	HR	60.00	HR	2,580.00
Plumber	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/12/2020 02:00PM - 12:30AM	1.00	EA	48.50	HR	509.25
Event Coordinator	06/13/2020 02:00PM - 12:30AM	1.00	EA	48.50	HR	509.25
Event Coordinator	06/14/2020 02:00PM - 11:30PM	1.00	EA	48.50	HR	460.75
<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	06/11/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	06/12/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	06/12/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	06/12/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant	06/12/2020 10:00AM - 03:30PM	2.00	EA	24.00	HR	264.00
Security Attendant Lead	06/13/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	06/13/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	06/13/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	06/14/2020 03:30PM - 11:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	06/14/2020 03:30PM - 11:30PM	21.00	EA	24.00	HR	4,032.00
Security Attendant - Overnight	06/14/2020 11:30PM - 09:30AM	2.00	EA	24.00	HR	480.00
<i>*Security staffing subject to change based on operational needs.</i>						
<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	06/12/2020 03:30PM - 12:30AM	3.00	EA	25.00	HR	675.00
Emergency Medical Services	06/13/2020 03:30PM - 12:30AM	3.00	EA	25.00	HR	675.00
Emergency Medical Services	06/14/2020 03:30PM - 11:30PM	3.00	EA	25.00	HR	600.00

# EXHIBIT A

Event Information							
Orange County Sheriff Services	06/12/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00	
Orange County Sheriff Services	06/13/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00	
Orange County Sheriff Services	06/14/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00	
Sound Engineer	06/12/2020 - 06/14/2020	1.00	EA	750.00	DAY	2,250.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00	
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00	
<b>Total:</b>						<b>88,106.25</b>	

## Summary

Facility Rental Total	\$21,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$117,054.25
Refundable Deposit	\$5,000.00
<b>Grand Total: \$143,454.25</b>	

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,350.00
Second Payment	04/10/2020	\$69,052.00
Third Payment	05/18/2020	\$69,052.25
<b>Total:</b>		<b>\$143,454.25</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.**

### 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.

### 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.

### 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 **Tuesday - May 26, 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.

# EXHIBIT A

## Event Information

### OPERATIONS STAFFING

OCFEC operations staffing subject to change based on operational needs.

### 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, Rentor must comply with request.

All sound checks must take place on **Friday - June 12, 2020** while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than **Friday - May 29, 2020**.