

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

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-045-18 (Amend. #2)	Cirque du Soleil America, Inc.	Cirque Du Soleil - VOLTA: <i>Amended to extend dates for trailer storage</i>	Performance (PERFO)	Parking Lot H	05/02/20-06/04/20	\$0.00
R-002-21	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	03/06/21-03/07/21	\$16,255.00
R-085-20	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Los Alamitos Building (#14), OC Promenade (Span), Parking Lot I	10/15/20-10/19/20	\$59,312.75
R-087-20	Gerson & Jessica's Wedding	Gerson & Jessica's Wedding	Wedding (WEDDI)	Millenium Barn	09/05/20-09/06/20	\$5,156.50
R-088-20	Fueling Moms	The Mom Made Market	Consumer Show (CON)	The Hangar	10/09/20-10/11/20	\$21,211.00
R-090-20	Roy Englebrecht Promotions	Fight Club OC	Competition/Tournament (COM)	The Hangar	11/11/20-11/12/20	\$14,867.50
R-091-20	Apartment Association of Orange County	2020 AAOC Trade Show	Consumer Show (CON)	Baja Blues Restaurant, Costa Mesa Building (#10), Huntington Beach Building (#12)	09/08/20-09/10/20	\$24,436.00
R-093-20	FloSports	Who's #1 8 Man Bracket	Competition/Tournament (COM)	The Hangar	10/16/20-10/18/20	\$17,073.00
R-031-20	The OC Marathon	OC Marathon	Competition/Tournament (COM)	Campground, Costa Mesa Building (#10), Country Meadows, Crafters Village, Main Mall, Park Plaza, Santa Ana Pavilion (Parade of Products), Street	11/04/20-11/09/20	\$98,011.50
R-095-20	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Consumer Show (CON)	Costa Mesa Building (#10)	11/09/20-11/15/20	\$37,421.50
R-001-21	Tahiti Nui International	OC PolyFest	Competition/Tournament (COM)	Anaheim Building (#16), Baja Blues Grass, The Hangar	03/04/21-03/08/21	\$45,828.50



R _____

A _____

**AMENDMENT CIRQUE DU SOLEIL - VOLTA
(FEBRUARY - MAY 2020)**

DATE: April 9, 2020

RENTAL AGREEMENT: R-045-18

AMENDMENT #2

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

ADDITION TO: 2020 OCCUPATION PERIOD: February 17, 2020 at 6:00 AM through May 1, 2020 at 6:00 PM

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday – Thursday Lot H (<i>Trailers</i>)	05/02/2020 06:00 AM - 06/04/2020 06:00 PM	Move Out	Included

* Move out must be completed by 11:59 PM on Thursday June 4, 2020 to avoid additional charges. **Total:** Included

Summary

** Refer to original 2020 Cirque du Soleil - Volta Lease Agreement*

**Cirque du Soleil America, Inc.
6775 Edmond Street, Suite 300
Las Vegas, NV 89118**

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

By _____ Date: _____
Title: Jean-Francois Raymond

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

FORM F-31

AGREEMENT NO. **R-085-20**

REVIEWED _____

DATE **March 19, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adentope, Inc. dba Japan Product Promotion** 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 15 - 19, 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 Japan Fair

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

\$ 59,312.75

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

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

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

**Adentope, Inc. dba Japan Product Promotion
1405 Marcelina Avenue, #104
Torrance, CA 90501**

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

By _____ Date: _____

By _____ Date: _____

Title: Masataka Taguchi, Producer

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Japan Fair	Contract No:	R-085-20
Contact Person:	Masataka Taguchi	Phone:	(310) 782-8279
Event Date:	10/16/2020 - 10/18/2020	Hours:	Friday: 5:00 PM - 11:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	15,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Parking Lot I	10/15/2020 08:00 AM - 05:00 PM	Move In	No Charge
Friday			
Los Alamitos Building (#14)	10/16/2020 08:00 AM - 05:00 PM	Move In	No Charge
Parking Lot I	10/16/2020 08:00 AM - 05:00 PM	Move In	No Charge
Los Alamitos Building (#14)	10/16/2020 05:00 PM - 11:00 PM	Event	3,050.00
Parking Lot I	10/16/2020 05:00 PM - 11:00 PM	Event	1,000.00
Saturday			
Los Alamitos Building (#14)	10/17/2020 12:00 PM - 10:00 PM	Event	3,050.00
Parking Lot I	10/17/2020 12:00 PM - 10:00 PM	Event	1,000.00
Sunday			
Los Alamitos Building (#14)	10/18/2020 10:00 AM - 05:00 PM	Event	3,050.00
Parking Lot I	10/18/2020 10:00 AM - 05:00 PM	Event	1,000.00
Monday			
Los Alamitos Building (#14)	10/19/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	10/19/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			12,150.00

Move out must be completed by 11:59 AM Monday - October 19, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD DAY	250.00 DAY	TBD
20 Amp Drop	Estimate 5	5.00 EA	25.00 EA	125.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 4	4.00 EA	199.00 EA	796.00
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Barricade (Plastic)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 58	58.00 EA	15.00 EA	870.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EVT	2,500.00 EVT	2,500.00
Forklift	Estimate 14 Hours	14.00 HR	75.00 HR	1,050.00
Forklift (40 Yard Dumpsters)	Estimate 22 Hours	22.00 HR	75.00 HR	1,650.00
Hang Tag - 3 Day	Estimate 90	90.00 EA	15.00 EA	1,350.00
Marquee Board	09/26/2020 - 10/18/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 55	55.00 EA	15.00 EA	825.00
Portable Electronic Message Board	10/16/2020 - 10/18/2020	2.00 DAY	75.00 DAY	450.00
Pressure Washer	Estimate 4 Hours	4.00 HR	75.00 HR	300.00

EXHIBIT A

Event Information						
Public Address System (Per Building)	10/16/2020 - 10/18/2020	1.00 DAY		75.00	DAY	225.00
Scissor Lift	Estimate 4 Hours	4.00 HR		75.00	HR	300.00
Stanchion	Estimate 8	8.00 EA		5.00	EA	40.00
Sweeper (In-House)	Estimate 14 Hours	14.00 HR		75.00	HR	1,050.00
Ticket Booth (Double Window)	Estimate 2	2.00 EA		100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6	6.00 EVT		75.00	EVT	450.00
Umbrella w/ Stand	TBD	TBD EA		15.00	EA	TBD
Total:						14,636.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 15 Hours	15.00	HR	60.00	HR	900.00
Plumber	Estimate 3 Hours	3.00	HR	60.00	HR	180.00
Event Day						
Grounds Attendant Lead	10/16/2020 03:00PM - 12:00AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/16/2020 03:00PM - 12:00AM	4.00	EA	24.00	HR	864.00
Janitorial Attendant	10/16/2020 03:00PM - 12:00AM	8.00	EA	24.00	HR	1,728.00
Electrician	10/16/2020 03:00PM - 12:00AM	1.00	EA	60.00	HR	540.00
Grounds Attendant Lead	10/17/2020 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	10/17/2020 11:00AM - 11:00PM	4.00	EA	24.00	HR	1,152.00
Janitorial Attendant	10/17/2020 11:00AM - 11:00PM	8.00	EA	24.00	HR	2,304.00
Electrician	10/17/2020 11:00AM - 11:00PM	1.00	EA	60.00	HR	720.00
Grounds Attendant Lead	10/18/2020 09:00AM - 05:30PM	1.00	EA	30.00	HR	255.00
Grounds Attendant	10/18/2020 09:00AM - 05:30PM	4.00	EA	24.00	HR	816.00
Janitorial Attendant	10/18/2020 09:00AM - 05:30PM	8.00	EA	24.00	HR	1,632.00
Electrician	10/18/2020 09:00AM - 05:30PM	1.00	EA	60.00	HR	510.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 12 Hours	12.00	HR	60.00	HR	720.00
Plumber	Estimate 1 Hours	1.00	HR	60.00	HR	60.00
Event Sales & Services						
Event Coordinator	10/16/2020 04:00PM - 12:00AM	1.00	EA	48.50	HR	388.00
Event Coordinator	10/17/2020 11:00AM - 11:00PM	1.00	EA	48.50	HR	582.00
Event Coordinator	10/18/2020 09:00AM - 05:30PM	1.00	EA	48.50	HR	412.25
Parking						
Parking Attendant Lead	10/17/2020 12:00PM - 09:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	10/17/2020 12:00PM - 09:00PM	3.00	EA	24.00	HR	648.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	10/16/2020 04:30PM - 11:30PM	1.00	EA	30.00	HR	210.00
Security Attendant	10/16/2020 04:30PM - 11:30PM	9.00	EA	24.00	HR	1,512.00
Security Attendant - Overnight	10/16/2020 11:00PM - 08:00AM	1.00	EA	24.00	HR	216.00
Security Attendant Lead	10/17/2020 11:30AM - 10:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	10/17/2020 11:30AM - 10:30PM	9.00	EA	24.00	HR	2,376.00
Security Attendant - Overnight	10/17/2020 10:00PM - 08:00AM	1.00	EA	24.00	HR	240.00
Security Attendant Lead	10/18/2020 09:30AM - 05:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	10/18/2020 09:30AM - 05:30PM	9.00	EA	24.00	HR	1,728.00

Technology

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

Outside Services

Emergency Medical Services	10/16/2020 04:30PM - 11:30PM	2.00	EA	25.00	HR	350.00
Emergency Medical Services	10/17/2020 11:30AM - 10:30PM	2.00	EA	25.00	HR	550.00
Emergency Medical Services	10/18/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Sound Engineer	10/18/2020 09:00AM - 05:30PM	3.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.50	HR	263.00	HR	657.50

Total: 27,676.75

Summary

Facility Rental Total	\$12,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$42,312.75
Refundable Deposit	\$2,500.00

Grand Total: \$56,962.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/15/2020	\$1,500.00
Second Payment	06/15/2020	\$18,487.58
Third Payment	08/14/2020	\$18,487.58
Fourth Payment	09/15/2020	\$18,487.59

Total: \$56,962.75

Please Remit Payment in *Check Only*

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

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

3-COMPARTMENT SINKS

All 3-compartment sinks must be on site for installation by Friday, October 16, 2020 at 8:00 AM. Late arrivals may result in an increase above the number of Plumber set up hours listed on Exhibit A. Additional plumber labor is \$60.00 per hour.

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.

HEALTH DEPARTMENT

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2020 OC Japan Fair.

OUTSIDE FOOD VENDORS

Spectra, the OCFEC Master Concessionaire will allow Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. Spectra will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than Thursday, October 15, 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.

PARKING LOT I

All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

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, Renter must comply with request.

FORM F-31

AGREEMENT NO. **R-087-20**

REVIEWED _____

DATE **April 16, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Jessica Torres & Gerson Berrientos** 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 5 - 6, 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:

Gerson & Jessica's Wedding

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

\$ 5,156.50

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

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

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

Jessica Torres & Gerson Barrientos
1407 South Gilbert Street, Apt #7
Fullerton, CA 92833

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

By _____ Date: _____

By _____ Date: _____

Title: Jessica Torres, Bride

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Gerson & Jessica's Wedding	Contract No:	R-087-20
Contact Person:	Jessica Torres	Phone:	(562) 313-5087
Event Date:	09/05/2020	Hours:	Saturday: 1:00 PM - 9:00 PM
Vehicle Parking Fee:	No Charge (<i>Private Event</i>)	Projected Attendance:	100

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Millenium Barn	09/05/2020 09:00 AM - 01:00 PM	Move In	No Charge
Millenium Barn	09/05/2020 01:00 PM - 09:00 PM	Event	1,100.00
Sunday			
Millenium Barn	09/06/2020 06:00 AM - 09:00 AM	Move Out	No Charge
Move out must be completed by 9:00 AM Sunday - September 6, 2020 to avoid additional charges.			Total: 1,100.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	19.00 EA	38.00
Electrical Usage	Estimate Only	1.00 EVT	250.00 EVT	250.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				438.00

Event Day

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00 HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	TBD	TBD HR	60.00 HR	TBD
Event Day				
Grounds Attendant Lead	09/05/2020 12:00PM - 09:00PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	09/05/2020 12:00PM - 09:00PM	2.00 EA	24.00 HR	432.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00 HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	TBD	TBD HR	60.00 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	09/05/2020 12:00PM - 09:00PM	1.00 EA	48.50 HR	436.50
<u>Insurance</u>				
S.E.L.I. Insurance	09/05/2020 01:00PM - 09:00PM	1.00 EA	60.00 DAY	60.00
<u>Safety & Security</u>				
Security Attendant	09/05/2020 12:30PM - 09:30PM	3.00 EA	24.00 HR	648.00
Total:				2,818.50

EXHIBIT A

Event Information Summary

Facility Rental Total	\$1,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,256.50
Refundable Deposit	\$800.00
Grand Total:	\$5,156.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$1,100.00
Second Payment	05/05/2020	\$1,352.50
Third Payment	06/05/2020	\$1,352.00
Fourth Payment	08/05/2020	\$1,352.00
Total:		\$5,156.50

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 10:00 PM to 8:00 AM. Please refer to Exhibit E. Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Jessica & Gerson must comply with request. All amplified music/sound must remain inside of the Millennium Barn. The Millennium Barn doors must remain closed after 10:00 PM to contain sound.

FORM F-31

AGREEMENT NO. **R-088-20**

REVIEWED _____

DATE **March 18, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Fueling Moms** 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 9 - 11, 2020

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

See Exhibit A

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

The Mom Made Market

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

\$ 21,211.00

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.

**Fueling Moms
1218 Belingham Drive
Oceanside, CA 92057**

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

By _____ Date: _____

By _____ Date: _____

Title: Kimberly Cross, Owner

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	The Mom Made Market	Contract No:	R-088-20
Contact Person:	Kimberly Cross	Phone:	(949) 910-3478
Event Date:	10/10/2020 - 10/11/2020	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$5.00

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 3,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/09/2020 03:00 PM - 11:00 PM	Move In	1,825.00
Saturday			
The Hangar	10/10/2020 10:00 AM - 05:00 PM	Event	3,650.00
Sunday			
The Hangar	10/11/2020 10:00 AM - 04:00 PM	Event	3,650.00
Move out must be completed by 11:59 PM Sunday - October 11, 2020 to avoid additional charges.			Total: 9,125.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	10/10/2020 - 10/11/2020	1.00 EA	250.00 DAY	500.00
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
4-Channel Audio Mixer	10/10/2020 - 10/11/2020	1.00 DAY	35.00 DAY	70.00
Barricade (Plastic)	Estimate 30	30.00 EA	15.00 EA	450.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 17	17.00 EA	18.00 EA	306.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EVT	700.00 EVT	700.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Hang Tag - 1 Day	Estimate 20	20.00 EA	5.00 EA	100.00
Hang Tag - 2 Day	TBD	TBD EA	10.00 EA	TBD
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	10/05/2020 - 10/11/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 3	3.00 EA	15.00 EA	45.00
Portable Electronic Message Board	10/10/2020 - 10/11/2020	2.00 DAY	75.00 DAY	300.00
Public Address System (Per Building)	10/10/2020 - 10/11/2020	1.00 DAY	75.00 DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Umbrella w/ Stand	Estimate 3	3.00 EA	15.00 EA	45.00
Wireless Internet Router	Estimate 3	3.00 EA	75.00 EA	225.00
			Total:	3,171.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00 HR	240.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Electrician	Estimate 3 Hours	3.00 HR	60.00 HR	180.00
Event Day				
Grounds Attendant Lead	10/10/2020 09:00AM - 06:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/10/2020 09:00AM - 06:00PM	2.00 EA	24.00 HR	432.00
Janitorial Attendant	10/10/2020 09:00AM - 06:00PM	2.00 EA	24.00 HR	432.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	10/11/2020 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	10/11/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Janitorial Attendant	10/11/2020 09:00AM - 05:00PM	2.00	EA	24.00	HR	384.00
Clean Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	24.00	HR	336.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	Estimate 3 Hours	3.00	HR	60.00	HR	180.00
<u>Event Sales & Services</u>						
Event Coordinator	10/10/2020 09:00AM - 06:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	10/11/2020 09:00AM - 05:00PM	1.00	EA	48.50	HR	388.00
<u>Parking</u>						
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
<u>Safety & Security</u>						
Security Attendant	10/10/2020 09:30AM - 05:30PM	3.00	EA	24.00	HR	576.00
Security Attendant	10/11/2020 09:30AM - 04:30PM	3.00	EA	24.00	HR	504.00
<u>Technology</u>						
Technology Attendant (Audio Configuration Fee)	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	10/10/2020 09:30AM - 05:30PM	2.00	EA	25.00	HR	400.00
Emergency Medical Services	10/11/2020 09:30AM - 04:30PM	2.00	EA	25.00	HR	350.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						7,415.00

Summary

Facility Rental Total	\$9,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,586.00
Refundable Deposit	\$1,500.00
Grand Total:	
	\$21,211.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	PAID	\$2,281.25
Second Payment	06/09/2020	\$9,465.00
Third Payment	09/09/2020	\$9,464.75
Total:		\$21,211.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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.

SOUND ORDINANCE

Should the OCFEC 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-090-20**

REVIEWED _____

DATE **March 18, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 11 - 12, 2020

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

See Exhibit A

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

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

Fight Club OC

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

\$ 14,867.50

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

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

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

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Fight Club OC	Contract No:	R-090-20
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	11/12/2020	Hours:	Happy Hour (Baja Blues): 5:30PM - 6:30PM
		Doors:	6:30PM
Admission Price:	Adult: \$40.00 - \$80.00	Event:	7:30PM - 10:00PM
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	11/11/2020 06:00 AM - 11:59 PM	Move In	500.00
Thursday			
The Hangar	11/12/2020 05:30 PM - 10:00 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	11/12/2020	1.00 DAY	250.00 DAY	250.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	11/06/2020 - 11/12/2020	1.00 EA	Included	Included
Portable Electronic Message Board	11/12/2020	2.00 DAY	75.00 DAY	150.00
Projector and Screen	11/12/2020	1.00 DAY	1,500.00 DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Wireless Internet Router	Estimate 2	2.00 EA	75.00 EA	150.00
Total:				6,683.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	36.00 HR*	432.00
Electrician	Estimate 2 Hours	2.00 HR	90.00 HR*	180.00
Event Day				
Grounds Attendant Lead	11/12/2020 05:30PM - 10:00PM	1.00 EA	30.00 HR	135.00
Grounds Attendant	11/12/2020 05:30PM - 10:00PM	2.00 EA	24.00 HR	216.00
Janitorial Attendant	11/12/2020 05:30PM - 10:00PM	2.00 EA	24.00 HR	216.00
Electrician	11/12/2020 05:30PM - 10:00PM	1.00 EA	60.00 HR	270.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	24.00 HR	240.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 2 Hours	2.00 HR	60.00 HR	120.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	11/12/2020 05:30PM - 10:00PM	1.00	EA	48.50	HR	218.25
-------------------	------------------------------	------	----	-------	----	--------

Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	36.00	HR*	96.00
-------------------	------------------	------	----	-------	-----	-------

Safety & Security

Security Attendant Lead	11/12/2020 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	11/12/2020 04:30PM - 09:00PM	2.00	EA	24.00	HR	216.00
Security Attendant	11/12/2020 06:15PM - 10:45PM	3.00	EA	24.00	HR	324.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	72.75	HR*	72.75
----------------------	-----------------	------	----	-------	-----	-------

Outside Services

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

*State Holiday Rates

Total: 5,184.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,867.50
Refundable Deposit	\$500.00

Grand Total: \$14,867.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/06/2020	\$7,433.75
Second Payment (Balance)	11/10/2020	\$7,433.75

Total: \$14,867.50

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-091-20**

REVIEWED _____

DATE **March 18, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Apartment Association of Orange County** 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 8 - 10, 2020

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

See Exhibit A

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

2020 AAOC Trade Show

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

\$ 24,436.00

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

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

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

**Apartment Association of Orange County
525 Cabrillo Park Drive, Suite 125
Santa Ana, CA 92701-5076**

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

By _____ Date: _____

By _____ Date: _____

Title: David Cordero, Executive Director

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	2020 AAOC Trade Show	Contract No:	R-091-20
Contact Person:	Sandy Gimpelson	Phone:	(714) 638-5550
Event Date:	09/10/2020	Hours:	8:30 AM - 4:00 PM

Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,500
-----------------------------	-------------------------	------------------------------	-------

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Costa Mesa Building (#10)	09/08/2020 08:00 AM - 07:00 PM	Move In	2,225.00
Wednesday			
Costa Mesa Building (#10)	09/09/2020 08:00 AM - 07:00 PM	Move In	2,225.00
Huntington Beach Building (#12)	09/09/2020 08:00 AM - 07:00 PM	Move In	1,725.00
Thursday			
Costa Mesa Building (#10)	09/10/2020 08:30 AM - 04:00 PM	Event	4,450.00
Huntington Beach Building (#12)	09/10/2020 08:30 AM - 04:00 PM	Event	3,450.00

Move out must be completed by 11:59 PM on Thursday - September 10, 2020 to avoid additional charges.	Total:	14,075.00
---	---------------	------------------

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	09/10/2020	1.00 EA	250.00 DAY	250.00
50 MB Internet - Hard Line	09/10/2020	1.00 EA	450.00 DAY	450.00
50 Amp Drop	Estimate 7	7.00 EA	70.00 EA	490.00
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Dumpster	Estimate 17	17.00 EA	18.00 EA	306.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	750.00 EVT	750.00
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Hang Tag - 1 Day	Estimate 130	130.00 EA	4.00 EA	520.00
Man Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board	09/04/2020 - 09/10/2020	1.00 EA	0.00 EA	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable PA System (w/ Wired Mic, Stand and 4 Speakers)	TBD	TBD EA	300.00 DAY	TBD
Portable Electronic Message Board	09/10/2020	2.00 EA	75.00 DAY	150.00
Projector (1,700 Lumens)	TBD	TBD EA	125.00 DAY	TBD
Projector Screen 6' Tripod	TBD	TBD EA	30.00 DAY	TBD
Public Address System (Per Building)	09/10/2020	1.00 EA	75.00 DAY	75.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Wireless Internet Router	Estimate 3	3.00 EA	75.00 EA	225.00
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
Total:				4,176.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 6 Hours	6.00 HR	57.50 HR	345.00
Event Day				
Grounds Attendant Lead	09/10/2020 07:30 AM - 04:00 PM	1.00 EA	30.00 HR	255.00
Grounds Attendant	09/10/2020 07:30 AM - 04:00 PM	2.00 EA	23.00 HR	391.00
Janitorial Attendant	09/10/2020 07:30 AM - 04:00 PM	2.00 EA	23.00 HR	391.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	23.00	HR	322.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	23.00	HR	276.00
Electrician	Estimate 2 Hours	2.00	HR	57.50	HR	115.00

Event Sales & Services

Event Coordinator	09/10/2020 07:30 AM - 04:00 PM	1.00	EA	47.00	HR	399.50
-------------------	--------------------------------	------	----	-------	----	--------

Parking

Parking Attendant Lead	09/08/2020 12:00 PM - 07:00 PM	1.00	EA	30.00	HR	420.00
Parking Attendant	09/08/2020 12:00 PM - 07:00 PM	2.00	EA	23.00	HR	644.00

Safety & Security

Security Attendant - Overnight	09/09/2020 07:00 PM - 09/10/2020 07:00 AM	1.00	EA	23.00	HR	276.00
Security Attendant - Party	TBD	TBD	EA	23.00	HR	TBD

Technology

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

Outside Services

Emergency Medical Services	09/10/2020 08:30 AM - 04:30 PM	2.00	EA	24.00	HR	384.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 5,185.00

Summary

Facility Rental Total	\$14,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,361.00
Refundable Deposit	\$1,000.00

Grand Total: \$24,436.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID REC 0842	\$6,109.00
Second Payment	PAID REC 0843	\$6,109.00
Third Payment	PAID REC 0844	\$6,109.00
Fourth Payment	PAID REC 0845	\$6,109.00
	Total:	\$24,436.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-093-20**

REVIEWED _____

DATE **April 16, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **FloSports** 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 16 - 18, 2020

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

See Exhibit A

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

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

Who's #1 8 Man Bracket

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

\$ 17,073.00

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.

FloSports
979 Springdale Drive, Suite 120
Austin, TX 78702

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

By _____ Date: _____

By _____ Date: _____

Title: Jessica Todd, Event Coordinator

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Who's #1 8 Man Bracket	Contract No:	R-093-20
Contact Person:	Jessica Todd	Phone:	(214) 592-5109
Event Date:	10/17/2020	Hours:	Saturday: 3:00 PM - 10:00 PM
Admission Price:	TBD		

Vehicle Parking Fee: \$10.00 General Parking	Projected Attendance:	2,000
---	------------------------------	-------

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/16/2020 08:00 AM - 08:00 PM	Move In	1,825.00
Saturday			
The Hangar	10/17/2020 03:00 PM - 10:00 PM	Event	3,650.00
The Hangar	10/17/2020 10:00 PM - 10/18/2020 06:00 AM	Move Out	No Charge

Move out must be completed by 6:00 AM Sunday - October 18, 2020 to avoid additional charges.	Total: 5,475.00
--	-------------------------------

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 MB Internet - Hard Line	TBD	TBD DAY	450.00 DAY	TBD
75 MB Internet - Hard Line	TBD	TBD DAY	650.00 DAY	TBD
100 MB Internet - Hard Line	TBD	TBD DAY	850.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 8	8.00 EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage	Estimate Only	1.00 EVT	350.00 EVT	350.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Hang Tag - 1 Day	Estimate 70	70.00 EA	5.00 EA	350.00
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	10/10/2020 - 10/17/2020	1.00 EA	Included	Included
Portable Electronic Message Board	10/17/2020	2.00 EA	75.00 DAY	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA	TBD
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD

	Total: 2,317.00
--	-------------------------------

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	TBD	TBD HR	30.00 HR	TBD
Grounds Attendant	Estimate 12 Hours	12.00 HR	24.00 HR	288.00
Electrician	Estimate 3 Hours	3.00 HR	60.00 HR	180.00
Event Day				
Grounds Attendant Lead	10/17/2020 02:00PM - 11:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/17/2020 02:00PM - 11:00PM	2.00 EA	24.00 HR	432.00

EXHIBIT A

Event Information							
Janitorial Attendant	10/17/2020 02:00PM - 11:00PM	2.00	EA	24.00	HR	432.00	
Electrician	10/17/2020 02:00PM - 11:00PM	1.00	EA	60.00	HR	540.00	
<u>Event Sales & Services</u>							
Event Coordinator	10/17/2020 02:00PM - 11:00PM	1.00	EA	48.50	HR	436.50	
<u>Parking</u>							
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	
<u>Safety & Security</u>							
Security Attendant Lead	10/17/2020 02:30PM - 10:30PM	1.00	EA	30.00	HR	240.00	
Security Attendant	10/17/2020 02:30PM - 10:30PM	7.00	EA	24.00	HR	1,344.00	
<u>Technology</u>							
Technology Attendant	TBD	TBD	HR	48.50	HR	TBD	
<u>Outside Services</u>							
Orange County Sheriff Services	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: 6,781.00

Summary

Facility Rental Total	\$5,475.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,098.00
Refundable Deposit	\$2,500.00
Grand Total:	\$17,073.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - 25% of Facility Rental Fee	Upon Signing	\$1,368.75
Second Payment	05/17/2020	\$5,234.75
Third Payment	07/17/2020	\$5,234.75
Fourth Payment	09/17/2020	\$5,234.75
Total:		\$17,073.00

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.

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.

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-031-20**

REVIEWED _____

DATE **April 16, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 4 - 9, 2020; April 28 - May 3, 2021; April 27 - May 2, 2022

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 Marathon

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

\$ 97,867.50

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

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

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

**The OC Marathon
3100 Airway Avenue
Costa Mesa, CA 92626**

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

By _____ Date: _____

By _____ Date: _____

Title: Gary Kutscher, Chief Executive Officer

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Marathon	Contract No:	R-031-20
Contact Person:	Gary Kutscher	Phone:	(714) 330-8048
Event Date:	11/04/2020 - 11/09/2020	Hours:	Expo: Friday: 4:00 PM - 8:00 PM
	04/28/2021 - 05/03/2021		Expo: Saturday: 9:00 AM - 6:00 PM
	04/27/2022 - 05/02/2022		Kids Run: Saturday: 8:00 AM - 12:00 PM
			5K Run: Saturday: 5:00 PM - 10:00 PM
			Marathon: Sunday: 5:00 AM - 3:00 PM
		Projected Attendance Marathon:	17,500+
		Projected Attendance Kids Run:	8,000+
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance 5K Run:	2,500+

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10) - Expo	11/04/2020 06:00 AM - 11:00 PM	Move In	2,225.00
Thursday			
Costa Mesa Building (#10) - Expo	11/05/2020 06:00 AM - 11:00 PM	Move In	2,225.00
Santa Ana Pavilion (Parade of Products) - Expo	11/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Friday			
Costa Mesa Building (#10) - Expo	11/06/2020 04:00 PM - 08:00 PM	Event	4,450.00
Santa Ana Pavilion (Parade of Products) - Expo	11/06/2020 04:00 PM - 08:00 PM	Event	No Charge
Crafters Village - Kids Run	11/06/2020 12:00 PM - 08:00 PM	Move In	550.00
Park Plaza - Kids Run	11/06/2020 12:00 PM - 08:00 PM	Move In	750.00
Saturday			
Costa Mesa Building (#10) - Expo	11/07/2020 09:00 AM - 06:00 PM	Event	4,450.00
Santa Ana Pavilion (Parade of Products) - Expo	11/07/2020 08:00 AM - 10:00 PM	Event	No Charge
Crafters Village - Kids Run/5K	11/07/2020 08:00 AM - 10:00 PM	Event	1,100.00
Park Plaza - Kids Run/5K	11/07/2020 08:00 AM - 10:00 PM	Event	1,500.00
Streets - Kids Run/5K	11/07/2020 08:00 AM - 10:00 PM	Event	1,250.00
Main Mall - 5K	11/07/2020 05:00 PM - 10:00 PM	Event	No Charge
Sunday			
Campground - For Trucks, Water & Supplies	11/08/2020 05:00 AM - 03:00 PM	Event	2,400.00
Country Meadows - Marathon	11/08/2020 05:00 AM - 03:00 PM	Event	1,900.00
Main Mall - Marathon	11/08/2020 05:00 AM - 03:00 PM	Event	1,700.00
Streets - Marathon	11/08/2020 05:00 AM - 03:00 PM	Event	1,250.00
Monday			
	11/09/2020 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			25,750.00

Move out must be completed by 11:59 AM on Monday - November 9, 2020 or an additional charge of \$2,100 per day will be applied.
 2020 agreement provides for exclusive use of District's (OCFEC) parking lots (EQC parking area not included) during dates of this event.
 2021 through 2022 exclusive use is subject to annual review and mutually agreed upon amendment.
 All Facility Rental Fees for 2021 through 2022 are subject to change and shall be based upon the then applicable approved rates.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD DAY	150.00 DAY	TBD
25 MB Internet - Hard Line (Costa Mesa)	TBD	TBD DAY	250.00 DAY	TBD

EXHIBIT A

Event Information					
25 MB Internet - Hard Line (Marathon)	TBD	TBD DAY	250.00	DAY	TBD
25 MB Internet - Hard Line (U.S. Bank)	TBD	TBD DAY	250.00	DAY	TBD
50 MB Internet - Hard Line	TBD	TBD DAY	450.00	DAY	TBD
20 Amp Drop	Estimate 2	2.00 EA	25.00	EA	50.00
30 Amp Drop	TBD	TBD EA	50.00	EA	TBD
50 Amp Drop	Estimate 3	3.00 EA	70.00	EA	210.00
100 Amp Drop	Estimate 1	1.00 EA	180.00	EA	180.00
40 Yard Dumpster	Estimate 2	2.00 EA	199.00	EA	398.00
Audio Mixer	Estimate 1	1.00 EA	35.00	EA	35.00
Barricade (Plastic)	Estimate 93	93.00 EA	15.00	EA	1,395.00
Bleacher (100 Seat Section)	Estimate 4	4.00 EA	250.00	EA	1,000.00
Cable Ramp	Estimate 30	30.00 EA	15.00	EA	450.00
Chair (Individual)	TBD	TBD EA	2.50	EA	TBD
Dumpster	Estimate 195	195.00 EA	19.00	EA	3,705.00
Electrical Splitter Box	Estimate 19	19.00 EA	55.00	EA	1,045.00
Electrical Usage	Estimate Only	1.00 EVT	5,000.00	EVT	5,000.00
Forklift	Estimate 28 Hours	28.00 HR	75.00	HR	2,100.00
Forklift (Fence)	Estimate 12 Hours	12.00 HR	75.00	HR	900.00
Forklift (40 Yard Dumpster)	TBD	TBD EA	75.00	EA	TBD
Information Booth (Does not include bottom banners)	Estimate 2	2.00 EA	150.00	EA	300.00
Man Lift	Estimate 37 Hours	37.00 HR	75.00	HR	2,775.00
Marquee Board	10/12/2020 - 11/08/2020	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00	EA	150.00
Portable Electronic Message Board	11/06/2020 - 11/08/2020	2.00 DAY	75.00	DAY	450.00
Propane & Diesel	TBD (\$44.97 = 2019)	TBD EA	TBD	EA	TBD
Public Address System (Per Building)	11/06/2020 - 11/07/2020	1.00 DAY	75.00	DAY	150.00
Scissor Lift	TBD	TBD EA	75.00	EA	TBD
Stanchion	TBD	TBD EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 13 Hours	13.00 HR	75.00	HR	975.00
Tonnage Weight (40 Yard Dumpster)	Estimate 2	2.00 TON	75.00	TON	150.00
Wireless Internet Router	Estimate 4	4.00 EA	75.00	EA	300.00
Wireless Microphone	Estimate 1	1.00 EA	50.00	EA	50.00
Total:					21,768.00

Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR		240.00
Grounds Attendant (Fencing)	Estimate 6 Hours	6.00 HR	24.00 HR		144.00
Grounds Attendant	Estimate 32 Hours	32.00 HR	24.00 HR		768.00
Janitorial Attendant	Estimate 31 Hours	31.00 HR	24.00 HR		744.00
Electrician	Estimate 13 Hours	13.00 HR	60.00 HR		780.00
Event Day					
Expo 4:00 PM - 8:00 PM					
Grounds Attendant Lead	11/06/2020 02:00PM - 08:00PM	1.00 EA	30.00 HR		180.00
Grounds Attendant	11/06/2020 02:00PM - 08:00PM	3.00 EA	24.00 HR		432.00
Janitorial Attendant	11/06/2020 02:00PM - 08:00PM	4.00 EA	24.00 HR		576.00
Electrician	11/06/2020 02:00PM - 08:00PM	1.00 EA	60.00 HR		360.00

EXHIBIT A

Event Information

Expo 9:00 AM - 6:00 PM / Kids Run 8:00 AM - 12:00 PM

Grounds Attendant Lead	11/07/2020 06:00AM - 06:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	11/07/2020 06:00AM - 06:00PM	3.00	EA	24.00	HR	864.00
Janitorial Attendant Lead	11/07/2020 06:00AM - 06:00PM	1.00	EA	30.00	HR	360.00
Janitorial Attendant	11/07/2020 06:00AM - 06:00PM	14.00	EA	24.00	HR	4,032.00
Electrician	11/07/2020 06:00AM - 06:00PM	1.00	EA	60.00	HR	720.00

5K 5:00 PM - 10:00 PM

Grounds Attendant Lead	11/07/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR	210.00
Grounds Attendant	11/07/2020 04:00PM - 11:00PM	3.00	EA	24.00	HR	504.00
Janitorial Attendant	11/07/2020 04:00PM - 11:00PM	8.00	EA	24.00	HR	1,344.00
Electrician	11/07/2020 04:00PM - 11:00PM	1.00	EA	60.00	HR	420.00

OC Marathon 5:30 AM - 3:00 PM

Grounds Attendant Lead	11/08/2020 04:30AM - 03:00PM	1.00	EA	30.00	HR	315.00
Grounds Attendant	11/08/2020 04:30AM - 03:00PM	3.00	EA	24.00	HR	756.00
Janitorial Attendant Lead	11/08/2020 04:30AM - 03:00PM	1.00	EA	30.00	HR	315.00
Janitorial Attendant	11/08/2020 04:30AM - 03:00PM	14.00	EA	24.00	HR	3,528.00
Janitorial Attendant	11/08/2020 07:00AM - 03:00PM	2.00	EA	24.00	HR	384.00
Electrician	11/08/2020 04:30AM - 03:00PM	1.00	EA	60.00	HR	630.00

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant (Fencing)	Estimate 6 Hours	6.00	HR	24.00	HR	144.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	24.00	HR	576.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	24.00	HR	576.00
Electrician	Estimate 8 Hours	8.00	HR	60.00	HR	480.00

Event Sales & Services

Event Coordinator	11/06/2020 02:00PM - 08:00PM	1.00	EA	48.50	HR	291.00
Event Coordinator	11/07/2020 06:00AM - 11:00PM	1.00	EA	48.50	HR	824.50
Event Coordinator	11/08/2020 03:00AM - 03:00PM	1.00	EA	48.50	HR	582.00

Parking

Parking Attendant Lead	11/05/2020 07:00AM - 05:00PM	1.00	EA	30.00	HR	300.00
Parking Attendant	11/05/2020 07:00AM - 05:00PM	3.00	EA	24.00	HR	720.00
Parking Attendant Lead	11/06/2020 07:00AM - 03:00PM	1.00	EA	30.00	HR	240.00
Parking Attendant	11/06/2020 07:00AM - 03:00PM	2.00	EA	24.00	HR	384.00
Parking Attendant Lead - Kids Run	11/07/2020 07:00AM - 12:00PM	2.00	EA	30.00	HR	300.00
Parking Attendant - Kids Run	11/07/2020 07:00AM - 12:00PM	3.00	EA	24.00	HR	360.00
Parking Attendant Lead - 5K	11/07/2020 TBD	TBD	EA	30.00	HR	TBD
Parking Attendant - 5K	11/07/2020 TBD	TBD	EA	24.00	HR	TBD

Course Set up

Parking Attendant Lead	11/08/2020 01:00AM - 06:00AM	1.00	EA	30.00	HR	150.00
Parking Attendant	11/08/2020 01:00AM - 06:00AM	3.00	EA	24.00	HR	360.00

EXHIBIT A

Event Information

Course Teardown

Parking Attendant Lead	11/08/2020 02:00PM - 06:00PM	1.00	EA	30.00	HR	120.00
Parking Attendant	11/08/2020 02:00PM - 06:00PM	1.00	EA	24.00	HR	96.00

Safety & Security

Security Attendant	11/04/2020 05:00PM - 12:00AM	1.00	EA	24.00	HR	168.00
Security Attendant - Overnight	11/04/2020 05:00PM - 08:00AM	2.00	EA	24.00	HR	720.00
Security Attendant	11/05/2020 08:00AM - 05:00PM	2.00	EA	24.00	HR	432.00
Security Attendant - Overnight	11/05/2020 05:00PM - 08:00AM	2.00	EA	24.00	HR	720.00
Security Attendant - Overnight	11/05/2020 05:30PM - 08:30AM	2.00	EA	24.00	HR	720.00

Friday

Security Attendant Lead - Expo	11/06/2020 03:00PM - 08:30PM	1.00	EA	30.00	HR	165.00
Security Attendant - Expo	11/06/2020 03:00PM - 08:30PM	8.00	EA	24.00	HR	1,056.00
Security Attendant - Overnight	11/06/2020 05:00PM - 08:00AM	2.00	EA	24.00	HR	720.00
Security Attendant - Overnight	11/06/2020 07:30PM - 08:00AM	2.00	EA	24.00	HR	600.00

Saturday

Security Attendant Lead - Kids Run/Expo	11/07/2020 07:30AM - 04:00PM	1.00	EA	30.00	HR	255.00
Security Attendant - Kids Run	11/07/2020 07:00AM - 12:30PM	13.00	EA	24.00	HR	1,716.00
Security Attendant - Expo	11/07/2020 07:00AM - 06:30PM	2.00	EA	24.00	HR	552.00
Security Attendant - Expo	11/07/2020 08:00AM - 06:30PM	6.00	EA	24.00	HR	1,512.00
Security Attendant Lead - 5K	11/07/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR	210.00
Security Attendant - 5K*	11/07/2020 04:00PM - 11:00PM	11.00	EA	24.00	HR	1,848.00
Security Attendant - Overnight	11/07/2020 10:00PM - 08:00AM	2.00	EA	24.00	HR	480.00

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

Sunday

Security Attendant Lead	11/08/2020 03:00AM - 03:00PM	1.00	EA	30.00	HR	360.00
Security Attendant - Bus Loder	11/08/2020 03:30AM - 01:00PM	4.00	EA	24.00	HR	912.00
Security Attendant	11/08/2020 06:30AM - 01:00PM	16.00	EA	24.00	HR	2,496.00
Security Attendant - Overnight	11/08/2020 02:00PM - 08:00AM	1.00	EA	24.00	HR	432.00

Technology

Technology Attendant	Estimate 19 Hours	19.00	HR	48.50	HR	921.50
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Costa Mesa Police Department	11/07/2020 (Kids Run & 5K) TBD	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only (2019 = \$2,163.00)	1.00	EA	2,150.00	EVT	2,150.00

Total: 45,349.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$25,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$67,117.50
Refundable Deposit	\$5,000.00
Grand Total:	\$97,867.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - Facility Rental Fees	07/06/2020	\$25,750.00
Second Payment - Estimated Equipment Fees, Reimbursable Personnel Fees & Refundable Deposit	09/07/2020	\$36,058.75
Third Payment - Estimated Equipment Fees, Reimbursable Personnel Fees & R	10/06/2020	\$36,058.75
Total:		\$97,867.50

First Payment for 2020 - 2022 event years to reflect annually approved Facility Rental Fees.

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.

AMENDMENTS

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

APPROVED BOOKING OF ADJOINING EVENT – OC MARATHON

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$110,200 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$110,200 minimum guarantee.

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.

GUARANTEE

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$110,200 in annual event revenues in 2020 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions. Equipment Fees and Reimbursable Personnel / Outside Services Fees are not applicable to calculation of 2020 minimum guarantee.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SETTLEMENT

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within ten (10) business days of conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$110,200 minimum guarantee will be invoiced and be payable immediately upon receipt.

FORM F-31

REVIEWED DD 4.8.2020

APPROVED _____

AGREEMENT NO. **R-095-20**

DATE **April 8, 2020**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 9 - 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:

Sugar Plum Arts & Crafts Festivals

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

\$ 37,123.50

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

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

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

**Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815**

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

By _____ Date: _____

By _____ Date: _____

Title: Camilla Richter, Promoter

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Sugar Plum Arts & Crafts Festivals	Contract No:	R-095-20
Contact Person:	Camilla Richter	Phone:	(562) 598-0857
Event Date:	11/12/2020 - 11/14/2020	Hours:	Thursday: 10:00 AM - 7:00 PM Friday: 10:00 AM - 7:00 PM Saturday: 9:00 AM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Costa Mesa Building (#10)	11/09/2020 03:00 PM - 10:00 PM	Move In	1,112.50
Tuesday			
Costa Mesa Building (#10)	11/10/2020 08:00 AM - 10:00 PM	Move In	2,225.00
Wednesday			
Costa Mesa Building (#10)	11/11/2020 08:00 AM - 10:00 PM	Move In	2,225.00
Thursday			
Costa Mesa Building (#10)	11/12/2020 10:00 AM - 07:00 PM	Event	4,450.00
Friday			
Costa Mesa Building (#10)	11/13/2020 10:00 AM - 07:00 PM	Event	4,450.00
Saturday			
Costa Mesa Building (#10)	11/14/2020 09:00 AM - 05:00 PM	Event	4,450.00
Sunday			
Costa Mesa Building (#10)	11/15/2020 06:00 AM - 12:00 PM	Move Out	No Charge
Total:			18,912.50

Move out must be completed by 12:00 PM Sunday - November 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>
10 MB Internet - Hard Line	11/12/2020 - 11/14/2020	1.00 DAY	150.00 DAY	450.00
25 MB Internet - Hard Line	TBD	TBD DAY	250.00 DAY	TBD
20 Amp Drop	Estimate 2	2.00 EA	25.00 EA	50.00
Barricade (Plastic)	Estimate 6	6.00 EA	15.00 EA	90.00
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 26	26.00 EA	19.00 EA	494.00
Electrical Usage	Estimate Only	1.00 EVT	1,500.00 EVT	1,500.00
Hang Tag - 3 Day	Estimate 175	175.00 EA	15.00 EA	2,625.00
Marquee Board	10/18/2020 - 11/14/2020	1.00 WK	Included	Included
Portable Electronic Message Board	11/12/2020 - 11/14/2020	2.00 DAY	75.00 DAY	450.00
Public Address System (Per Building)	11/12/2020 - 11/14/2020	1.00 DAY	75.00 DAY	225.00
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Umbrella w/ Stand	TBD	TBD EA	15.00 EA	TBD
Total:				6,259.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	11/12/2020 09:00AM - 07:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	11/12/2020 09:00AM - 07:00PM	1.00	EA	24.00	HR	240.00
Janitorial Attendant	11/12/2020 09:00AM - 07:00PM	3.00	EA	24.00	HR	720.00
Grounds Attendant Lead	11/13/2020 09:00AM - 07:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	11/13/2020 09:00AM - 07:00PM	1.00	EA	24.00	HR	240.00
Janitorial Attendant	11/13/2020 09:00AM - 07:00PM	3.00	EA	24.00	HR	720.00
Grounds Attendant Lead	11/14/2020 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	11/14/2020 08:00AM - 05:00PM	1.00	EA	24.00	HR	216.00
Janitorial Attendant	11/14/2020 08:00AM - 05:00PM	3.00	EA	24.00	HR	648.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
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

Event Sales & Services

Event Coordinator	11/12/2020 09:00AM - 07:00PM	1.00	EA	48.50	HR	485.00
Event Coordinator	11/13/2020 09:00AM - 07:00PM	1.00	EA	48.50	HR	485.00
Event Coordinator	11/14/2020 08:00AM - 05:00PM	1.00	EA	48.50	HR	436.50

Insurance

S.E.L.I. Insurance	11/12/2020 - 11/14/2020	1.00	EA	225.00	DAY	675.00
--------------------	-------------------------	------	----	--------	-----	--------

Includes move in/move out coverage

Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Parking Attendant	Estimate 20 Hours	20.00	HR	24.00	HR	480.00

Safety & Security

Security Attendant	11/12/2020 09:30AM - 07:30PM	2.00	EA	24.00	HR	480.00
Security Attendant	11/13/2020 09:30AM - 07:30PM	2.00	EA	24.00	HR	480.00
Security Attendant	11/14/2020 08:30AM - 05:30PM	2.00	EA	24.00	HR	432.00

Technology

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

Outside Services

Emergency Medical Services	11/12/2020 09:30AM - 07:30PM	2.00	EA	25.00	HR	500.00
Emergency Medical Services	11/13/2020 08:30AM - 08:30PM	2.00	EA	25.00	HR	500.00
Emergency Medical Services	11/14/2020 08:30AM - 05:30PM	2.00	EA	25.00	HR	450.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 10,452.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$18,912.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,711.00
Refundable Deposit	\$1,500.00
Grand Total:	\$37,123.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/09/2020	\$9,280.75
Second Payment	08/10/2020	\$9,280.75
Third Payment	09/09/2020	\$9,280.75
Fourth Payment	10/09/2020	\$9,281.25
Total:		\$37,123.50

Please Remit Payment in *Check Only*

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

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

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.

SOUND ORDINANCE

Should the OCFEC 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-001-21**

REVIEWED _____

DATE **March 18, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 4 - 8, 2021

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 PolyFest

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

\$ 45,828.50

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.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Rose Perreira, President

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	OC PolyFest	Contract No:	R-001-21
Contact Person:	Jonathan Perreira	Phone:	(626) 277-3321
Event Date:	03/05/2021 - 03/07/2021	Hours:	Friday: 9:00 AM - 7:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 6:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	5,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	03/04/2021 07:30 AM - 10:00 PM	Move In	1,212.50
The Hangar	03/04/2021 07:30 AM - 10:00 PM	Move In	1,862.50
Friday			
Anaheim Building (#16)	03/05/2021 09:00 AM - 07:00 PM	Event	2,425.00
Baja Blues Grass	03/05/2021 09:00 AM - 07:00 PM	Event	450.00
The Hangar	03/05/2021 09:00 AM - 07:00 PM	Event	3,725.00
Saturday			
Anaheim Building (#16)	03/06/2021 09:00 AM - 07:00 PM	Event	2,425.00
Baja Blues Grass	03/06/2021 09:00 AM - 07:00 PM	Event	450.00
The Hangar	03/06/2021 09:00 AM - 07:00 PM	Event	3,725.00
Sunday			
The Hangar	03/07/2021 06:00 AM - 11:59 AM	Move Out	No Charge
Anaheim Building (#16)	03/07/2021 09:00 AM - 06:00 PM	Event	2,425.00
Baja Blues Grass	03/07/2021 09:00 AM - 06:00 PM	Event	450.00
Monday			
Anaheim Building (#16)	03/08/2021 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			19,150.00

Move out must be completed by 11:59 AM Monday - March 8, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	03/04/2021 - 03/08/2021	TBD DAY	150.00 DAY	TBD
25 MB Internet - Hard Line	03/05/2021 - 03/06/2021	1.00 DAY	250.00 DAY	500.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Bleacher (75 Seat Section)	TBD	TBD EA	200.00 EA	TBD
Bleachers (50 Seat Section)	TBD	TBD EA	125.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 15	15.00 EA	19.00 EA	285.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage	Estimate Only	1.00 EVT	1,950.00 EVT	1,950.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Hang Tag - 3 Day	TBD	TBD EA	15.00 EA	TBD
Marquee Board	03/01/2021 - 03/07/2021	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00

EXHIBIT A

Event Information						
Portable Electronic Message Board	03/05/2021 - 03/07/2021	2.00	DAY	75.00	DAY	450.00
Public Address System (Per Building)	03/05/2021 - 03/06/2021	1.00	DAY	75.00	DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						4,380.00

Reimbursable Personnel Fees						
-----------------------------	--	--	--	--	--	--

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	25.00	HR	300.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 6 Hours	6.00	HR	62.50	HR	375.00
Event Day						
Grounds Attendant Lead	03/05/2021 08:00AM - 08:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	03/05/2021 08:00AM - 08:00PM	2.00	EA	25.00	HR	600.00
Janitorial Attendant	03/05/2021 08:00AM - 08:00PM	4.00	EA	25.00	HR	1,200.00
Electrician	Estimate 6 Hours	6.00	HR	62.50	HR	375.00
Grounds Attendant Lead	03/06/2021 08:00AM - 08:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	03/06/2021 08:00AM - 08:00PM	2.00	EA	25.00	HR	600.00
Janitorial Attendant	03/06/2021 08:00AM - 08:00PM	4.00	EA	25.00	HR	1,200.00
Electrician	Estimate 6 Hours	6.00	HR	62.50	HR	375.00
Grounds Attendant Lead	03/07/2021 08:00AM - 07:00PM	1.00	EA	30.00	HR	330.00
Grounds Attendant	03/07/2021 08:00AM - 07:00PM	2.00	EA	25.00	HR	550.00
Janitorial Attendant	03/07/2021 08:00AM - 07:00PM	2.00	EA	25.00	HR	550.00
Electrician	TBD	TBD	HR	62.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 6 Hours	6.00	HR	62.50	HR	375.00
<u>Event Sales & Services</u>						
Event Coordinator	03/05/2021 08:00AM - 08:00PM	1.00	EA	50.00	HR	600.00
Event Coordinator	03/06/2021 08:00AM - 08:00PM	1.00	EA	50.00	HR	600.00
Event Coordinator	03/07/2021 08:00AM - 07:00PM	1.00	EA	50.00	HR	550.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
<u>Safety & Security</u>						
Security Attendant Lead	03/05/2021 08:30AM - 07:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	03/05/2021 08:30AM - 07:30PM	7.00	EA	25.00	HR	1,925.00

EXHIBIT A

Event Information							
Security Attendant Lead	03/06/2021 08:30AM - 07:30PM	1.00	EA	30.00	HR	330.00	
Security Attendant	03/06/2021 08:30AM - 07:30PM	7.00	EA	25.00	HR	1,925.00	
Security Attendant Lead	03/07/2021 08:30AM - 06:30PM	1.00	EA	30.00	HR	300.00	
Security Attendant	03/07/2021 08:30AM - 06:30PM	7.00	EA	25.00	HR	1,750.00	
<u>Technology</u>							
Technology Attendant	Estimate 2 Hours	2.00	HR	50.00	HR	100.00	
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00	
<u>Outside Services</u>							
Emergency Medical Services	03/05/2021 08:30AM - 07:30PM	2.00	EA	26.00	HR	572.00	
Emergency Medical Services	03/06/2021 08:30AM - 07:30PM	2.00	EA	26.00	HR	572.00	
Emergency Medical Services	03/07/2021 08:30AM - 06:30PM	2.00	EA	26.00	HR	520.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Total:						19,798.50	

Summary

Facility Rental Total	\$19,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$24,178.50
Refundable Deposit	\$2,500.00
Grand Total: \$45,828.50	

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$4,637.50
Second Payment	Upon Signing	\$4,787.50
Third Payment	07/06/2020	\$12,134.50
Fourth Payment	11/04/2020	\$12,134.50
Fifth Payment	02/04/2021	\$12,134.50
Total:		\$45,828.50

Please Remit Payment in *Check or Credit Card Only*
Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.
****ALL PAYMENTS ARE NON-REFUNDABLE****

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-002-21**

REVIEWED _____

DATE **March 19, 2020**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **HSE Holdings 6 LLC dba American Consumer Show** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 6 - 7, 2021

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 Bridal & Wedding Expo

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

\$ 16,255.00

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.

HSE Holdings 6 LLC
dba American Consumer Show
6901 Jericho Turnpike, Suite 250
Syosset, NY 11719

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

By _____ Date: _____

By _____ Date: _____

**Title: Maria Palumbo, Director of New Business
 Development & Show Manager**

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information

Event Name: California Bridal & Wedding Expo **Contract No:** R-002-21
Contact Person: Maria Palumbo **Phone:** (516) 422-8125
Event Date: 03/07/2021 **Hours:** Sunday: 12:00 PM - 5:00 PM
Admission Price: TBD

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 1,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Costa Mesa Building (#10)	03/06/2021 09:00 AM - 05:00 PM	Move In	4,525.00
Sunday			
Costa Mesa Building (#10)	03/07/2021 12:00 PM - 05:00 PM	Event	4,525.00
Total:			9,050.00

Move out must be completed by 11:59 PM Sunday - March 7, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	03/07/2021	TBD DAY	250.00 DAY	TBD
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 4	4.00 EA	19.00 EA	76.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage	Estimate Only	1.00 EVT	500.00 EVT	500.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Hang Tag - 1 Day	Estimate 20	20.00 EA	5.00 EA	100.00
Marquee Board	03/01/2021 - 03/07/2021	1.00 EA	Included	Included
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	03/07/2021	2.00 DAY	75.00 DAY	150.00
Public Address System (Per Building)	03/07/2021	1.00 DAY	75.00 DAY	75.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	TBD	TBD EA	75.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
Total:				1,366.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00
Electrician	Estimate 3 Hours	3.00 HR	62.50 HR	187.50
Event Day				
Grounds Attendant Lead	03/07/2021 11:00AM - 06:00PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	03/07/2021 11:00AM - 06:00PM	1.00 EA	25.00 HR	175.00
Janitorial Attendant	03/07/2021 11:00AM - 06:00PM	3.00 EA	25.00 HR	525.00
Electrician	03/07/2021 11:00AM - 06:00PM	1.00 EA	62.50 HR	437.50

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 3 Hours	3.00	HR	62.50	HR	187.50

Event Sales & Services

Event Coordinator	03/07/2021 11:00AM - 06:00PM	1.00	EA	50.00	HR	350.00
-------------------	------------------------------	------	----	-------	----	--------

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00

Safety & Security

Security Attendant	03/07/2021 11:30AM - 05:30PM	2.00	EA	25.00	HR	300.00
--------------------	------------------------------	------	----	-------	----	--------

Technology

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

Outside Services

Emergency Medical Services	03/07/2021 11:30AM - 05:30PM	2.00	EA	26.00	HR	312.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 4,339.00

Summary

Facility Rental Total	\$9,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,705.00
Refundable Deposit	\$1,500.00
Grand Total:	\$16,255.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,262.50
Second Payment	04/10/2020	\$4,664.00
Third Payment	05/18/2020	\$4,664.00
Third Payment	05/18/2020	\$4,664.50
Total:		\$16,255.00

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.

EXHIBIT A

Event Information

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

STATE FIRE MARSHAL

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