

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

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-003-21	Skyline Beauty & Spa Products	Jean Kuan & David Ngo Wedding	Wedding (WEDDI)	The Hangar	10/08/21-10/10/21	\$18,833.50*
R-062-20 Amended (to add additional spaces for the event)	Asian American Expo	Moon Festival 2020	Cultural Festival (CULTU)	Huntington Beach Building (#12), Los Alamitos Building (#14), OC Promenade (Span), Parking Lot I	09/29/20-10/05/20	\$82,411.50
R-063-20	Danielle Fitch Wedding	Danielle Fitch Wedding	Wedding (WEDDI)	The Hangar	08/28/20-08/30/20	\$11,672.00*
R-096-20 Amended (for contract number only)	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Consumer Show	Costa Mesa Building (#10)	11/09/20-11/15/20	\$37,123.50
R-100-20	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), 1/2 Parking Lot G, Parking Lot I	10/21/20-10/26/20	\$142,581.50
R-101-20	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), 1/2 Parking Lot G, Parking Lot I	10/27/20-11/02/20	\$129,464.00
						* Updated amount

FORM F-31

AGREEMENT NO. **R-003-21**

DATE **May 7, 2020**

REVIEWED__ CD5.7.20__

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 **Skyline Beauty & Spa Product** 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 8 - 10, 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:

Jean Kuan & David Ngo Wedding

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

\$18,833.50

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. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

force majeure event, then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.**
18. 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.

Skyline Beauty & Spa Products
1717 North Main Street
Los Angeles, CA 90012

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

By _____ Date: _____
Title: Jean Kuan

By _____ Date: _____
Title: Joan Hamill, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Jean Kuan & David Ngo Wedding	Contract No:	R-003-21
Contact Person:	Jean Kuan	Phone:	(213) 485-8308
Event Date:	10/09/2021	Hours:	Saturday: 6:30 PM - 11:00 PM

Vehicle Parking Fee:	Parking Buyout	Projected Attendance:	1,000
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/08/2021 08:00 AM - 11:00 PM	Move In	1,862.50
Saturday			
The Hangar	10/09/2021 06:30 PM - 11:00 PM	Event	3,725.00
Sunday			
The Hangar	10/10/2021 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			5,587.50

Move out must be completed by 11:59 AM Sunday - October 10, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EVT	350.00 EVT	350.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Portable Electronic Message Board	10/09/2021	2.00 EA	75.00 DAY	150.00
Projector (12,000 Lumens)	10/09/2021	1.00 EA	3,000.00 DAY	3,000.00
Projector Screen in Hangar	10/09/2021	1.00 EA	300.00 DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,584.00

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 6 Hours	6.00 HR	25.00 HR	150.00
Electrician	Estimate 1 Hours	1.00 HR	62.50 HR	62.50
Event Day				
Grounds Attendant Lead	10/09/2021 05:30PM - 12:00AM	1.00 EA	30.00 HR	195.00
Grounds Attendant	10/09/2021 05:30PM - 12:00AM	1.00 EA	25.00 HR	162.50
Janitorial Attendant	10/09/2021 05:30PM - 12:00AM	2.00 EA	25.00 HR	325.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	25.00 HR	125.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	25.00 HR	125.00
Electrician	Estimate 1 Hours	1.00 HR	62.50 HR	62.50
<u>Event Sales & Services</u>				
Event Coordinator	10/09/2021 05:30PM - 12:00AM	1.00 EA	50.00 HR	325.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	10/09/2021 06:00PM - 11:30PM	1.00	EA	30.00	HR	165.00
Security Attendant	10/09/2021 06:00PM - 11:30PM	8.00	EA	25.00	HR	1,100.00

Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						3,662.00

Summary

Facility Rental Total	\$5,587.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,246.00
Parking Buyout (<i>Based on 350 vehicles at \$10.00 per vehicle</i>)	\$3,500.00
Refundable Deposit	\$1,500.00
Grand Total:	\$18,833.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$1,368.75
Second Payment	06/09/2020	\$4,366.75
Third Payment	12/09/2020	\$4,366.00
Fourth Payment	05/09/2021	\$4,366.00
Fifth Payment	09/09/2021	\$4,366.00
Total:		\$18,833.50

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.

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

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

FORM F-31

AGREEMENT NO. **R-062-20**

REVIEWED DD 5.7.2020

DATE **May 7, 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 **Asian American Expo** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 29 - October 5, 2020

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

See Exhibit A

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

Moon Festival

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

\$82,411.50

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. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

force majeure event, then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

**Asian American Expo
3940 Rosemead Boulevard
Rosemead, CA 91770**

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

By _____ Date: _____
Title: Gorden Kao, Director

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

EXHIBIT A

Event Information

Event Name:	Moon Festival 2020	Contract No:	R-062-20 REVISED
Contact Person:	Josephine "Jersey" Huang	Phone:	(626) 280-8588 x222
Event Date:	10/03/2020 - 10/04/2020	Hours:	Saturday: 2:00 PM - 11:00 PM Sunday: 12:00 PM - 8:00 PM
Admission Price:	\$5.00		
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>
Wednesday			
Los Alamitos Building (#14)	09/30/2020 10:00 AM - 07:00 PM	Move In	1,525.00
Thursday			
Huntington Beach Building (#12)	10/01/2020 10:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	10/01/2020 10:00 AM - 07:00 PM	Move In	1,525.00
Friday			
Huntington Beach Building (#12)	10/02/2020 10:00 AM - 07:00 PM	Move In	1,725.00
Los Alamitos Building (#14)	10/02/2020 10:00 AM - 07:00 PM	Move In	1,525.00
OC Promenade (Span)	10/02/2020 10:00 AM - 07:00 PM	Move In	1,175.00
Parking Lot I	10/02/2020 10:00 AM - 07:00 PM	Move In	1,000.00
Saturday			
Huntington Beach Building (#12)	10/03/2020 02:00 PM - 11:00 PM	Event	3,450.00
Los Alamitos Building (#14)	10/03/2020 02:00 PM - 11:00 PM	Event	3,050.00
OC Promenade (Span)	10/03/2020 02:00 PM - 11:00 PM	Event	2,350.00
Parking Lot I	10/03/2020 02:00 PM - 11:00 PM	Event	2,000.00
Sunday			
Huntington Beach Building (#12)	10/04/2020 12:00 PM - 08:00 PM	Event	3,450.00
Los Alamitos Building (#14)	10/04/2020 12:00 PM - 08:00 PM	Event	3,050.00
OC Promenade (Span)	10/04/2020 12:00 PM - 08:00 PM	Event	2,350.00
Parking Lot I	10/04/2020 12:00 PM - 08:00 PM	Event	2,000.00
Monday			
OC Promenade (Span)	10/05/2020 07:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	10/05/2020 07:00 AM - 11:59 AM	Move Out	No Charge

Move out must be completed by 11:59 AM Monday - October 5, 2020 to avoid additional charges.

Total: 31,900.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	10/03/2020 - 10/04/2020	TBD DAY	150.00 DAY	TBD
100 MB Internet - Hard Line	10/03/2020 - 10/04/2020	TBD DAY	850.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
40 Yard Dumpster	Estimate 5	5.00 EA	199.00 EA	995.00
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Cube Tower	TBD	TBD EA	100.00 EA	TBD
Dumpster	TBD	TBD EA	18.00 EA	TBD

EXHIBIT A

Event Information					
Electrical Splitter Box	Estimate 24	24.00 EA	55.00	EA	1,320.00
Electrical Usage	Estimate Only	1.00 EVT	4,000.00	EVT	4,000.00
Forklift	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Forklift (40 Yard Dumpster)	Estimate 12 Hours	12.00 HR	75.00	HR	900.00
Gaffers Tape	TBD	TBD EA	30.00	EA	TBD
Handwashing Station	TBD	TBD EA	100.00	EA	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00	EA	TBD
Hang Tag - 2 Day	TBD	TBD EA	10.00	EA	TBD
Man Lift	TBD	TBD EA	75.00	EA	TBD
Marquee Board	09/07/2020 - 10/04/2020	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00	EA	TBD
Portable Electronic Message Board	10/03/2020 - 10/04/2020	2.00 EA	75.00	DAY	300.00
Public Address System (Per Building)	10/03/2020 - 10/04/2020	1.00 EA	75.00	DAY	150.00
Signage/Banners	TBD	TBD EVT	0.00	EVT	TBD
Stanchion	TBD	TBD EA	5.00	EA	TBD
Straw Bale	TBD	TBD EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 16 Hours	16.00 HR	75.00	HR	1,200.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00	EA	300.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20	20.00 EA	75.00	EA	1,500.00
Trussing Unit	TBD	TBD EA	100.00	EA	TBD
Water Truck (Includes Water)	TBD	TBD EA	80.00	EA	TBD
Wind Master (Small)	TBD	TBD EA	15.00	EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00	EA	TBD

Total: 11,625.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Creative Services</u>						
Creative Services	TBD	TBD	HR	45.00	HR	TBD
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	24.00	HR	768.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	24.00	HR	576.00
Electrician	Estimate 8 Hours	8.00	HR	60.00	HR	480.00
Plumber	TBD	TBD	HR	60.00	HR	TBD
Event Day						
Grounds Attendant Lead	10/03/2020 12:00PM - 12:00AM	1.00	EA	30.00	HR	360.00
Grounds Attendant	10/03/2020 12:00PM - 12:00AM	10.00	EA	24.00	HR	2,880.00
Janitorial Attendant Lead	10/03/2020 12:00PM - 12:00AM	1.00	EA	30.00	HR	360.00
Janitorial Attendant	10/03/2020 12:00PM - 12:00AM	10.00	EA	24.00	HR	2,880.00
Electrician	10/03/2020 01:00PM - 12:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
Grounds Attendant Lead	10/04/2020 10:00AM - 09:00PM	1.00	EA	30.00	HR	330.00
Grounds Attendant	10/04/2020 10:00AM - 09:00PM	10.00	EA	24.00	HR	2,640.00
Janitorial Attendant Lead	10/04/2020 10:00AM - 09:00PM	1.00	EA	30.00	HR	330.00
Janitorial Attendant	10/04/2020 10:00AM - 09:00PM	10.00	EA	24.00	HR	2,640.00
Electrician	10/04/2020 11:00AM - 08:00PM	1.00	EA	60.00	HR	540.00

Plumber	TBD	TBD	EA	60.00	HR	TBD
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EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	24.00	HR	768.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	24.00	HR	768.00
Electrician	Estimate 8 Hours	8.00	HR	60.00	HR	480.00
Plumber	TBD	TBD	HR	60.00	HR	TBD

Event Sales & Services

Event Coordinator	10/03/2020 12:00PM - 12:00AM	1.00	EA	48.50	HR	582.00
Event Coordinator	10/04/2020 10:00AM - 09:00PM	1.00	EA	48.50	HR	533.50

Parking

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

Safety & Security

Security Attendant Lead	10/03/2020 01:30PM - 11:30PM	1.00	EA	30.00	HR	300.00
Security Attendant	10/03/2020 01:30PM - 11:30PM	1.00	EA	24.00	HR	240.00
Security Attendant Lead	10/04/2020 11:30AM - 08:30PM	1.00	EA	30.00	HR	270.00
Security Attendant	10/04/2020 11:30AM - 08:30PM	1.00	EA	24.00	HR	216.00

Technology

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

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	10/03/2020 01:30PM - 11:30PM	3.00	EA	25.00	HR	750.00
Emergency Medical Services	10/04/2020 11:30AM - 08:30PM	3.00	EA	25.00	HR	675.00
Orange County Sheriff Services	10/03/2020 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Orange County Sheriff Services	10/04/2020 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Ride Inspector	TBD	TBD	EVT	TBD	EVT	TBD
Sound Engineer	10/03/2020	1.00	EA	750.00	DAY	750.00
Sound Engineer	10/04/2020	1.00	EA	750.00	DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00

Total: 33,886.50

Summary

Facility Rental Total	\$31,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$45,511.50
Refundable Deposit	\$5,000.00

Grand Total: \$82,411.50

EXHIBIT A

Event Information Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$4,350.00
Second Payment	04/29/2020	\$26,020.50
Third Payment	06/29/2020	\$26,020.50
Fourth Payment	08/29/2020	\$26,020.50
Total:		\$82,411.50

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.

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.

SECURITY

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

SOUND ORDINANCE

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

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

REVIEWED ___CD 4.22__

DATE **April 23, 2020**

FAIRTIME

APPROVED ___JO. 4.22__

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 **Vince Mungo** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

August 28 - 29, 2020

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

See Exhibit A

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

Danielle Fitch & Vince Mungo Wedding

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

\$11,672.00

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

10. 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.

Vince Mungo
2592 Fairway Drive
Costa Mesa, CA 92627

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

By _____ Date: _____

By _____ Date: _____

Title: Vince Mungo, Groom

Title: Doug Lofstrom, V.P. Business Development

EXHIBIT A

Event Information						
Event Name:	Danielle Fitch & Vince Mungo Wedding			Contract No:	R-063-20 REVISED	
Contact Person:	Vince Mungo			Phone:	(949) 887-5560	
Event Date:	08/29/2020			Hours:	Saturday: 5:00 PM - 1:00 AM	
Vehicle Parking Fee:	Parking Buyout (See Summary)			Projected Attendance:	300	
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>	
Friday						
The Hangar	08/28/2020 10:00 AM - 11:59 PM			Move In		1,825.00
Saturday						
The Hangar	08/29/2020 05:00 PM - 08/30/2020 01:00 AM			Event		3,650.00
Move out must be completed by 11:59 AM Sunday - August 30, 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>
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 4	4.00	EA	18.00	EA	72.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage	Estimate Only	1.00	EVT	350.00	EVT	350.00
Forklift	TBD	TBD	EA	75.00	EA	TBD
Portable Electronic Message Board	08/29/2020	2.00	DAY	75.00	DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA	TBD
Scissor Lift	TBD	TBD	EA	75.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						852.00
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 6 Hours	6.00	HR	24.00	HR	144.00
Electrician	Estimate 1 Hour	1.00	HR	60.00	HR	60.00
Event Day						
Grounds Attendant Lead	08/29/2020 04:00PM - 01:00AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/29/2020 04:00PM - 01:00AM	1.00	EA	24.00	HR	216.00
Janitorial Attendant	08/29/2020 04:00PM - 01:00AM	2.00	EA	24.00	HR	432.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00	HR	24.00	HR	120.00
Janitorial Attendant	Estimate 5 Hours	5.00	HR	24.00	HR	120.00
Electrician	Estimate 1 Hour	1.00	HR	60.00	HR	60.00
Event Sales & Services						
Event Coordinator	08/29/2020 04:00PM - 01:00AM	1.00	EA	48.50	HR	436.50
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	24.00	HR	384.00
Safety & Security						
Security Attendant Lead	08/29/2020 04:30PM - 01:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	08/29/2020 04:30PM - 01:30AM	3.00	EA	24.00	HR	648.00

EXHIBIT A

Event Information

Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 3,945.00

Summary

Facility Rental Total	\$5,475.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,797.00
Parking Buyout (Based on 90 vehicles at \$10.00 per vehicle)	\$900.00
Refundable Deposit	\$500.00

Grand Total: \$11,672.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$3,891.00
Second Payment	06/29/2020	\$3,891.00
Third Payment	07/29/2020	\$3,890.00

Total: \$11,672.00

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.

ADDITIONAL PERSONNEL AND EQUIPMENT

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

CANOPIES / TENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

FORM F-31

REVIEWED DD 4.24.2020

APPROVED _____

AGREEMENT NO. **R-100-20**

DATE **April 24, 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 **Incuplace LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 21 - 26, 2020

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

See Exhibit A

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

OC Night Market

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

\$ 142,581.50

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Night Market	Contract No:	R-100-20
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Date:	10/23/2020 - 10/25/2020	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM
Admission Price:	\$5.00		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	45,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (Span)	10/21/2020 12:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	10/21/2020 12:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	10/21/2020 12:00 AM - 05:00 PM	Move In	1,000.00
Thursday			
OC Promenade (Span)	10/22/2020 07:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	10/22/2020 07:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	10/22/2020 07:00 AM - 05:00 PM	Move In	1,000.00
Friday			
OC Promenade (Span)	10/23/2020 04:00 PM - 12:00 AM	Event	2,350.00
½ Parking Lot G	10/23/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	10/23/2020 04:00 PM - 12:00 AM	Event	2,000.00
Saturday			
OC Promenade (Span)	10/24/2020 04:00 PM - 12:00 AM	Event	2,350.00
½ Parking Lot G	10/24/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	10/24/2020 04:00 PM - 12:00 AM	Event	2,000.00
Sunday			
OC Promenade (Span)	10/25/2020 04:00 PM - 11:00 PM	Event	2,350.00
½ Parking Lot G	10/25/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	10/25/2020 04:00 PM - 12:00 AM	Event	2,000.00
Monday			
OC Promenade (Span)	10/26/2020 10:00 AM - 05:00 PM	Move Out	1,175.00
½ Parking Lot G	10/26/2020 10:00 AM - 05:00 PM	Move Out	500.00
Parking Lot I	10/26/2020 10:00 AM - 05:00 PM	Move Out	1,000.00
Total:			24,075.00

Move out must be completed by 5:00 PM Monday - October 26, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
30 Amp Drop	Estimate 2	2.00 EA	50.00 EA	100.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 12	24.00 EA	199.00 EA	4,776.00
Barricade (Plastic)	Estimate 80	80.00 EA	15.00 EA	1,200.00
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 150	150.00 EA	15.00 EA	2,250.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Concrete Base	Estimate 24	24.00 EA	75.00 EA	1,800.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 85	85.00 EA	55.00 EA	4,675.00
Electrical Usage	Estimate Only	1.00 EVT	2,000.00 EVT	2,000.00
Forklift (Picnic Tables)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Forklift (Equipment)	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Forklift (40 Yard Dumpster)	Estimate 38 Hours	38.00 HR	75.00 HR	2,850.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	5.00 EA	500.00
Hang Tag - 3 Day	Estimate 80	80.00 EA	15.00 EA	1,200.00
Information Booth	TBD	TBD EA	150.00 EA	TBD

EXHIBIT A

Event Information					
Light Tower	Estimate 1	1.00 EA	400.00	EA	400.00
Man Lift	Estimate 6 Hours	6.00 HR	75.00	HR	450.00
Marquee Board	09/28/2020 - 11/01/2020	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00 EA	15.00	EA	1,500.00
Portable Electronic Message Board	10/23/2020 - 10/25/2020	2.00 DAY	75.00	DAY	450.00
Propane & Diesel	TBD	TBD EA	0.00	EA	TBD
Sand Bag	TBD	TBD EA	0.50	EA	TBD
Scissor Lift	TBD	TBD EA	75.00	EA	TBD
Stanchion	Estimate 30	30.00 EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 10 Hours	10.00 HR	75.00	HR	750.00
Ticket Booth (Double Window)	Estimate 6	6.00 EA	100.00	EA	600.00
Tonnage Weight (40 Yard Dumpster)	Estimate 60	60.00 TON	75.00	EVT	4,500.00
Umbrella w/ Stand	TBD	TBD EA	15.00	EA	TBD

Total: 30,598.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00	HR 360.00
Grounds Attendant (Fence Panel)	Estimate 10 Hours	10.00 HR	24.00	HR 240.00
Grounds Attendant	Estimate 64 Hours	64.00 HR	24.00	HR 1,536.00
Janitorial Attendant	Estimate 34 Hours	34.00 HR	24.00	HR 816.00
Electrician	Estimate 45 Hours	45.00 HR	60.00	HR 2,700.00
Plumber	Estimate 12 Hours	12.00 HR	60.00	HR 720.00
Event Day				
Grounds Attendant Lead	10/23/2020 03:00PM - 02:00AM	1.00 EA	30.00	HR 330.00
Grounds Attendant	10/23/2020 07:00AM - 03:30PM	4.00 EA	24.00	HR 816.00
Grounds Attendant	10/23/2020 03:00PM - 02:00AM	8.00 EA	24.00	HR 2,112.00
Janitorial Attendant	10/23/2020 06:00PM - 02:00AM	8.00 EA	24.00	HR 1,536.00
Janitorial Attendant (2019 = 22 Attendants)	10/23/2020 02:00PM - 02:00AM	18.00 EA	24.00	HR 5,184.00
Electrician	10/23/2020 03:00PM - 02:00AM	1.00 EA	60.00	HR 660.00
Plumber	TBD	TBD EA	60.00	HR TBD
Grounds Attendant Lead	10/24/2020 03:00PM - 02:00AM	1.00 EA	30.00	HR 330.00
Grounds Attendant	10/24/2020 03:00PM - 02:00AM	8.00 EA	24.00	HR 2,112.00
Grounds Attendant	10/24/2020 07:00AM - 03:30PM	4.00 EA	24.00	HR 816.00
Janitorial Attendant	10/24/2020 06:00PM - 02:00AM	8.00 EA	24.00	HR 1,536.00
Janitorial Attendant (2019 = 22 Attendants)	10/24/2020 03:00PM - 02:00AM	18.00 EA	24.00	HR 4,752.00
Electrician	10/24/2020 03:00PM - 02:00AM	1.00 EA	60.00	HR 660.00
Plumber	TBD	TBD EA	60.00	HR TBD
Grounds Attendant Lead	10/25/2020 03:00PM - 12:00AM	1.00 EA	30.00	HR 270.00
Grounds Attendant	10/25/2020 07:00AM - 03:30PM	4.00 EA	24.00	HR 816.00
Grounds Attendant	10/25/2020 03:00PM - 12:00AM	7.00 EA	24.00	HR 1,512.00
Janitorial Attendant	10/25/2020 04:00PM - 12:00AM	8.00 EA	24.00	HR 1,536.00
Janitorial Attendant (2019 = 22 Attendants)	10/25/2020 03:00PM - 12:00AM	18.00 EA	24.00	HR 3,888.00
Electrician	10/25/2020 03:00PM - 12:00AM	1.00 EA	60.00	HR 540.00
Plumber	TBD	TBD EA	60.00	HR TBD
<i>**Event Operations staffing subject to change based on operational needs.</i>				
Clean Up				
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00	HR 360.00
Grounds Attendant	Estimate 26 Hours	26.00 HR	24.00	HR 624.00
Janitorial Attendant	Estimate 24 Hours	24.00 HR	24.00	HR 576.00
Electrician	Estimate 8 Hours	8.00 HR	60.00	HR 480.00
Plumber	Estimate 8 Hours	8.00 HR	60.00	HR 480.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	10/23/2020 02:00PM - 12:00AM	1.00	EA	48.50	HR	485.00
Event Coordinator	10/24/2020 02:00PM - 12:30AM	1.00	EA	48.50	HR	509.25
Event Coordinator	10/25/2020 02:00PM - 11:30PM	1.00	EA	48.50	HR	460.75

Insurance

S.E.L.I. Insurance	TBD	TBD	EA	TBD	DAY	TBD
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Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Parking Attendant	Estimate 54 Hours	54.00	HR	24.00	HR	1,296.00

Safety & Security

Security Attendant - Overnight	10/22/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	10/23/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	10/23/2020 10:00AM - 03:30PM	2.00	EA	24.00	HR	264.00
Security Attendant	10/23/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	10/23/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	10/24/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	10/24/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	10/24/2020 11:30PM - 09:30AM	2.00	EA	24.00	HR	480.00
Security Attendant Lead	10/25/2020 03:30PM - 11:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	10/25/2020 03:30PM - 11:30PM	21.00	EA	24.00	HR	4,032.00
Security Attendant - Overnight	10/25/2020 03:30PM - 09:30AM	2.00	EA	24.00	HR	864.00

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

Technology

Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
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Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	10/23/2020 03:00PM - 12:30AM	3.00	EA	25.00	HR	712.50
Emergency Medical Services	10/24/2020 03:30PM - 12:30AM	3.00	EA	25.00	HR	675.00
Emergency Medical Services	10/25/2020 03:30PM - 11:30PM	3.00	EA	25.00	HR	600.00
Orange County Sheriff Services	10/23/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	10/24/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	10/25/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Sound Engineer	10/23/2020 - 10/25/2020	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	8.00	HR	263.00	HR	2,104.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00

Total: 82,908.50

Summary

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

Grand Total: \$142,581.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$6,018.75
Second Payment	07/21/2020	\$45,520.75
Third Payment	08/21/2020	\$45,520.75
Fourth Payment	09/21/2020	\$45,521.25

Total: \$142,581.50

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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.

CARGO CONTAINERS

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

FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - October 12, 2020**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

SOUND ORDINANCE

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

All sound checks must take place on **Friday - October 23, 2020** while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than **October 9, 2020**.

OPERATIONS STAFFING

OCFEC Operations Staffing subject to change based on operational needs.

FORM F-31

REVIEWED DD 4.24.2020

APPROVED _____

AGREEMENT NO. **R-101-20**

DATE **April 24, 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 **Incuplace LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 27 - November 2, 2020

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

See Exhibit A

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

OC Night Market

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

\$ 129,464.00

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Night Market	Contract No:	R-074-20
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Date:	10/30/2020 - 11/01/2020	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM
Admission Price:	\$5.00		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
OC Promenade (Span)	10/27/2020 07:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	10/27/2020 07:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	10/27/2020 07:00 AM - 05:00 PM	Move In	1,000.00
Wednesday			
OC Promenade (Span)	10/28/2020 07:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	10/28/2020 07:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	10/28/2020 07:00 AM - 05:00 PM	Move In	1,000.00
Thursday			
OC Promenade (Span)	10/29/2020 07:00 AM - 05:00 PM	Move In	1,175.00
½ Parking Lot G	10/29/2020 07:00 AM - 05:00 PM	Move In	500.00
Parking Lot I	10/29/2020 07:00 AM - 05:00 PM	Move In	1,000.00
Friday			
OC Promenade (Span)	10/30/2020 04:00 PM - 12:00 AM	Event	2,350.00
½ Parking Lot G	10/30/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	10/30/2020 04:00 PM - 12:00 AM	Event	2,000.00
Saturday			
OC Promenade (Span)	10/31/2020 04:00 PM - 12:00 AM	Event	2,350.00
½ Parking Lot G	10/31/2020 04:00 PM - 12:00 AM	Event	1,000.00
Parking Lot I	10/31/2020 04:00 PM - 12:00 AM	Event	2,000.00
Sunday			
OC Promenade (Span)	11/01/2020 04:00 PM - 11:00 PM	Event	2,350.00
½ Parking Lot G	11/01/2020 04:00 PM - 11:00 PM	Event	1,000.00
Parking Lot I	11/01/2020 04:00 PM - 11:00 PM	Event	2,000.00
Monday			
OC Promenade (Span)	11/02/2020 10:00 AM - 05:00 PM	Move Out	No Charge
½ Parking Lot G	11/02/2020 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot I	11/02/2020 10:00 AM - 05:00 PM	Move Out	No Charge

Total: 24,075.00

Move out must be completed by 5:00 PM Monday - November 2, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Included in R-100-20	15.00 EA	25.00 EA	Included
30 Amp Drop	Included in R-100-20	2.00 EA	50.00 EA	Included
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	Included in R-100-20	1.00 EA	360.00 EA	Included
40 Yard Dumpster	Estimate 12	12.00 EA	199.00 EA	2,388.00
Barricade (Plastic)	Included in R-100-20	80.00 EA	15.00 EA	Included
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Included in R-100-20	150.00 EA	15.00 EA	Included
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Concrete Base	Included in R-100-20	24.00 EA	75.00 EA	Included
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Included in R-100-20	85.00 EA	55.00 EA	Included
Electrical Usage	Estimate Only	1.00 EVT	2,000.00 EVT	2,000.00

EXHIBIT A

Event Information						
Forklift (Picnic Tables)	Estimate 12 Hours	12.00 HR		75.00	HR	900.00
Forklift (Equipment)	Estimate 16 Hours	16.00 HR		75.00	HR	1,200.00
Forklift (40 Yard Dumpster)	Estimate 30 Hours	30.00 HR		75.00	EA	2,250.00
Hang Tag - 1 Day	Estimate 100	100.00 EA		5.00	EA	500.00
Hang Tag - 3 Day	Estimate 80	80.00 EA		15.00	EA	1,200.00
Information Booth	TBD	TBD EA		150.00	EA	TBD
Light Tower (Outside Rental)	Estimate Only	1.00 EA		400.00	EA	400.00
Man Lift	Estimate 45 Hours	4.00 EA		75.00	EA	300.00
Marquee Board	09/28/2020 - 11/01/2020	1.00 EA		TBD	EA	Included
Picnic Table (Rectangular & Round)	Included in R-100-20	100.00 EA		15.00	EA	Included
Portable Electronic Message Board	10/30/2020 - 11/01/2020	2.00 DAY		75.00	DAY	450.00
Propane & Diesel	TBD	TBD EA		0.00	EA	TBD
Sand Bag	TBD	TBD EA		0.50	EA	TBD
Scissor Lift	TBD	TBD EA		75.00	EA	TBD
Stanchion	Included in R-100-20	30.00 EA		5.00	EA	Included
Sweeper (In-House)	Estimate 10 Hours	10.00 HR		75.00	HR	750.00
Ticket Booth (Double Window)	Included in R-100-20	6.00 EA		100.00	EA	Included
Tonnage Weight (40 Yard Dumpster)	Estimate 60 Tons	60.00 EVT		75.00	EVT	4,500.00
Umbrella w/ Stand	TBD	TBD EA		15.00	EA	TBD
Total:						16,838.00

Reimbursable Personnel Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	24.00	HR	1,536.00
Janitorial Attendant	Estimate 34 Hours	34.00	HR	24.00	HR	816.00
Electrician	Estimate 45 Hours	45.00	HR	60.00	HR	2,700.00
Plumber	Estimate 12 Hours	12.00	HR	60.00	HR	720.00
Event Day						
Grounds Attendant Lead	10/30/2020 03:00PM - 02:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	10/30/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Grounds Attendant	10/30/2020 03:00PM - 02:00AM	8.00	EA	24.00	HR	2,112.00
Janitorial Attendant	10/30/2020 06:00PM - 02:00AM	8.00	EA	24.00	HR	1,536.00
Janitorial Attendant (2019 = 22 Attendants)	10/30/2020 02:00PM - 02:00AM	18.00	EA	24.00	HR	5,184.00
Electrician	10/30/2020 03:00PM - 02:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
Grounds Attendant Lead	10/31/2020 03:00PM - 02:00AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	10/31/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Grounds Attendant	10/31/2020 03:00PM - 02:00AM	8.00	EA	24.00	HR	2,112.00
Janitorial Attendant	10/31/2020 03:00PM - 02:00AM	18.00	EA	24.00	HR	4,752.00
Janitorial Attendant (2019 = 22 Attendants)	10/31/2020 06:00PM - 02:00AM	8.00	EA	24.00	HR	1,536.00
Electrician	10/31/2020 03:00PM - 02:00AM	1.00	EA	60.00	HR	660.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
Grounds Attendant Lead	11/01/2020 03:00PM - 12:00AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	11/01/2020 03:00PM - 12:00AM	7.00	EA	24.00	HR	1,512.00
Grounds Attendant	11/01/2020 07:00AM - 03:30PM	4.00	EA	24.00	HR	816.00
Janitorial Attendant	11/01/2020 04:00PM - 12:00AM	8.00	EA	24.00	HR	1,536.00
Janitorial Attendant (2019 = 22 Attendants)	11/01/2020 03:00PM - 12:00AM	18.00	EA	24.00	HR	3,888.00
Electrician	11/01/2020 03:00PM - 12:00AM	1.00	EA	60.00	HR	540.00
Plumber	TBD	TBD	EA	60.00	HR	TBD
<i>*Event Operations staffing subject to change based on operational needs.</i>						
Clean Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	24.00	HR	1,440.00
Grounds Attendant (Fence Panels)	Estimate 10 Hours	10.00	HR	24.00	HR	240.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	24.00	HR	576.00
Electrician	Estimate 41 Hours	41.00	HR	60.00	HR	2,460.00

EXHIBIT A

Event Information						
Plumber	Estimate 11 Hours	11.00	HR	60.00	HR	660.00
<u>Event Sales & Services</u>						
Event Coordinator	10/30/2020 02:00PM - 12:00AM	1.00	EA	48.50	HR	485.00
Event Coordinator	10/31/2020 02:00PM - 12:30AM	1.00	EA	48.50	HR	509.25
Event Coordinator	11/01/2020 02:00PM - 11:30PM	1.00	EA	48.50	HR	460.75
<u>Insurance</u>						
S.E.L.I. Insurance	TBD	TBD	EA	0.00	DAY	TBD
<u>Parking</u>						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Parking Attendant	Estimate 38 Hours	38.00	HR	24.00	HR	912.00
<u>Safety & Security</u>						
Security Attendant - Overnight	10/29/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	10/30/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	10/30/2020 10:00AM - 03:30PM	2.00	EA	24.00	HR	264.00
Security Attendant	10/30/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	10/30/2020 10:30PM - 09:30AM	2.00	EA	24.00	HR	528.00
Security Attendant Lead	10/31/2020 03:30PM - 12:30AM	1.00	EA	30.00	HR	270.00
Security Attendant	10/31/2020 03:30PM - 12:30AM	21.00	EA	24.00	HR	4,536.00
Security Attendant - Overnight	10/31/2020 11:30PM - 09:30AM	2.00	EA	24.00	HR	480.00
Security Attendant Lead	11/01/2020 03:30PM - 11:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	11/01/2020 03:30PM - 11:30PM	21.00	EA	24.00	HR	4,032.00
Security Attendant - Overnight	11/01/2020 03:30PM - 09:30AM	2.00	EA	24.00	HR	864.00
<i>*Security staffing subject to change based on operational needs.</i>						
<u>Technology</u>						
Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
<u>Outside Services</u>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	10/30/2020 03:00PM - 12:30AM	3.00	EA	25.00	HR	712.50
Emergency Medical Services	10/31/2020 03:30PM - 12:30AM	3.00	EA	25.00	HR	675.00
Emergency Medical Services	11/01/2020 03:30PM - 11:30PM	3.00	EA	25.00	HR	600.00
Orange County Sheriff Services	10/30/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	10/31/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Orange County Sheriff Services	11/01/2020 Estimate Only	1.00	EA	4,750.00	EVT	4,750.00
Sound Engineer	10/30/2020 - 11/01/2020	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only 1.5	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
Total:						83,551.00

Summary

Facility Rental Total	\$24,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$100,389.00
Refundable Deposit	\$5,000.00
Grand Total:	\$129,464.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$6,018.75
Second Payment	03/12/2020	\$41,148.33
Third Payment	04/13/2020	\$41,148.33
Fourth Payment	04/27/2020	\$41,148.58
Total:		\$129,464.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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.

CARGO CONTAINERS

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

FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - October 12, 2020**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

SOUND ORDINANCE

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

All sound checks must take place on **Friday - October 23, 2020** while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than **October 9, 2020**.

OPERATIONS STAFFING

OCFEC Operations Staffing subject to change based on operational needs.

FORM F-31

REVIEWED DD 4.28.2020

APPROVED _____

AGREEMENT NO. **R-096-20**

DATE **April 28, 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-096-20
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

Event Information

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****

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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

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