

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

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
<del>R-045-18</del> <del>(Amend. #3)</del>	<del>Cirque du Soleil America, Inc.</del>	<del>Trailer Parking Amendment #3</del>	<del>Trailer Parking</del>	<del>Parking Lot H</del>	<del>06/04/20-07/01/20</del>	<del>\$8,400.00</del>
R-092-20	Herpetorama	Repticon	Consumer Show	Huntington Beach Building (#12)	11/13/20-11/16/20	\$19,806.50
R-097-20	American Promotional Events, Inc. DBA TNT Fireworks, Inc.	TNT Fireworks	Consumer Show	Parking Lot E	06/20/20-07/08/20	\$4,000.00
R-102-20	Power of One Foundation	Power of One Food Bank	Fundraiser	Parking Lot B, Parking Lot C, Parking Lot D, Parking E	06/05/20-08/16/20	See Exhibit A

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-092-20**

DATE **June 17, 2020**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**November 13 - 16, 2020**

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

### **See Exhibit A**

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

### **Repticon**

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

**\$19,806.50**

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" "F" and "V" 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.

**Herpetorama, Inc.  
1814 5th Street Southeast  
Winter Haven, FL 33880**

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

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

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

**Title: Shirley Healy, Chief Financial Officer**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Repticon	<b>Contract No:</b>	R-092-20
<b>Contact Person:</b>	Tina Russel	<b>Phone:</b>	(863) 268-4273
<b>Event Date:</b>	11/14/2020 - 11/15/2020	<b>Hours:</b>	Saturday: 10:00 AM - 5:00 PM Saturday VIP: 9:00 AM - 10:00 AM Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	Adult: \$10.00 Child (5-12): \$5.00 Child (4 & Under): Free 2 Day: \$15.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	2,400

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Huntington Beach Building (#12)	11/13/2020 09:30 AM - 08:00 PM	Move In	1,725.00
<b>Saturday</b>			
Huntington Beach Building (#12)	11/14/2020 09:00 AM - 05:00 PM	Event	3,450.00
<b>Sunday</b>			
Huntington Beach Building (#12)	11/15/2020 10:00 AM - 04:00 PM	Event	3,450.00
<b>Monday</b>			
Huntington Beach Building (#12)	11/16/2020 06:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>8,625.00</b>

Move out must be completed by 12:00 PM Monday - November 16, 2020 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 17	17.00 EA	25.00 EA	425.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 50	50.00 EA	19.00 EA	950.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	1,000.00 EVT	1,000.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	TBD	TBD EA	10.00 EA	TBD
Marquee Board	11/09/2020 - 11/15/2020	1.00 EA	Included	Included
Portable Electronic Message Board	11/14/2020 - 11/15/2020	2.00 DAY	75.00 DAY	300.00
Public Address System (Per Building)	11/14/2020 - 11/15/2020	1.00 DAY	75.00 DAY	150.00
Scissor Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>3,875.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	24.00 HR	120.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	192.00
Electrician	Estimate 4 Hours	4.00 HR	60.00 HR	240.00
<b>Event Day</b>				
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	2.00 EA	24.00 HR	432.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	11/15/2020 09:00AM - 04:00PM	1.00	EA	30.00	HR	210.00
Grounds Attendant	11/15/2020 09:00AM - 04:00PM	1.00	EA	24.00	HR	168.00
Janitorial Attendant	11/15/2020 09:00AM - 04:00PM	2.00	EA	24.00	HR	336.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	24.00	HR	144.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	24.00	HR	96.00
Electrician	Estimate 3 Hours	3.00	HR	60.00	HR	180.00
Event Sales & Services						
Event Coordinator	11/14/2020 08:00AM - 05:00PM	1.00	EA	48.50	HR	436.50
Event Coordinator	11/15/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	339.50
Parking						
Parking Attendant Lead	11/13/2020 12:00PM - 08:00PM	1.00	EA	30.00	HR	240.00
Parking Attendant	11/13/2020 12:00PM - 08:00PM	2.00	EA	24.00	HR	384.00
Safety & Security						
Security Attendant	11/14/2020 08:30AM - 05:30PM	2.00	EA	24.00	HR	432.00
Security Attendant	11/15/2020 09:30AM - 04:30PM	2.00	EA	24.00	HR	336.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/14/2020 08:30AM - 05:30PM	2.00	EA	25.00	HR	450.00
Emergency Medical Services	11/15/2020 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:	6,306.50
Summary						
Facility Rental Total						\$8,625.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$10,181.50
Refundable Deposit						\$1,000.00
					Grand Total:	\$19,806.50
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			07/13/2020		\$4,951.50	
Second Payment			08/13/2020		\$4,951.50	
Third Payment			09/14/2020		\$4,951.50	
Fourth Payment			10/13/2020		\$4,952.00	
					Total:	\$19,806.50

Please Remit Payment in \*Check Only\*

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

# EXHIBIT A

## Event Information

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-102-20**

DATE **June 17, 2020**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Power of One Foundation** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

### **WITNESSETH:**

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

**June 5, 2020 and ending August 16, 2020**

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

### **See Exhibit A**

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

### **Power of One Food Bank**

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

### **See Exhibit A**

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" "F" and "V" 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.

**Power of One Foundation  
918 North Cleveland Street  
Orange, CA 92867**

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

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

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

**Title: Andre Roberson, President/CEO**

**Title: Joan Hamil, V.P. Business Development**



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Power of One Food Bank	<b>Contract No:</b>	R-102-20
<b>Contact Person:</b>	Andre Roberson	<b>Phone:</b>	(714) 856-7602
<b>Event Dates:</b>	06/05/2020 - 08/16/2020	<b>Hours:</b>	7:00 AM - 12:00 PM

<b>Vehicle Parking Fee:</b>	Free	<b>Projected Attendance:</b>	5,000 Vehicles
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot B - E	06/05/2020 - 08/16/2020	Friday Set Up/Saturday Event	No Charge

(Based on a mutually agreed upon layout)

OCFEC written confirmation approving each date and specific location is required prior to renter promoting or advertising an event.

Move out must be completed by 11:59 AM the Sunday following each event to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Unit</u>	<u>Rate</u>	<u>Actual</u>
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	No Charge
<b>Total:</b>				<b>No Charge</b>

Any requests for additional equipment, personnel or service requests are subject to additional fees.

## Summary

Facility Rental Total	No Charge
Estimated Equipment Fees	No Charge
<b>Grand Total:</b>	<b>No Charge</b>

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.

## RENTER AGREES

Renter must contact the Event Sales & Services department at least five (5) days in advance, to schedule future events within the rental agreement dates.

OCFEC written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and OCFEC.

To reimburse the OCFEC for any out of pocket expenses related to this event.

That any and all equipment, materials and vehicles will be removed from OCFEC property after each event day.

To notify the OCFEC of any accident that takes place during the event. The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.

FORM F-31

AGREEMENT NO. **R-097-20**

REVIEWED \_\_\_\_\_

DATE **June 17, 2020**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **American Promotional Events, Inc. – West dba TNT Fireworks** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

#### WITNESSETH:

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

**June 22 - July 8, 2020**

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

#### See Exhibit A

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

#### **Retail Sale of Safe and Sane Consumer fireworks and Deregulated Novelties as Permitted by the law of the State of California**

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

**\$4,000.00**

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" "F" and "V" 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. Rentershall 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.
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.

**American Promotional Events, Inc. - West**  
**dba TNT Fireworks**  
**555 North Gilbert Street**  
**Fullerton, CA 92833**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Laura Lira, Director of Property**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Joan Hamill, V.P. Business Development**

# EXHIBIT A

## Event Information

<b>Event Name:</b>	TNT Fireworks	<b>Contract No:</b>	R-097-20
<b>Contact Person:</b>	Laura Lira	<b>Phone:</b>	(714) 335-3733
<b>Event Dates:</b>	06/30/2020 - 07/04/2020	<b>Hours:</b>	06/30/2020 - 07/03/2020: 10:00 AM - 10:00 PM 07/04/2020: 9:00 AM - 9:00 PM

<b>Vehicle Parking Fee:</b>	Free	<b>Projected Attendance:</b>	100
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Portion of Parking Lot E	06/22/2020 - 06/29/2020	Move In	Included
Portion of Parking Lot E	06/30/2020 - 07/04/2020	Event	3,735.00
Portion of Parking Lot E	07/05/2020 - 07/08/2020	Move Out	Included

Move out must be completed by 11:59 PM on Wednesday - July 8, 2020 to avoid additional charges.	<b>Total:</b>	<b>3,735.00</b>
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## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Outside Services</u></b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	265.00 HR	265.00

<b>Total:</b>	<b>265.00</b>
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## Summary

Facility Rental Total	\$3,735.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$265.00

<b>Grand Total:</b>	<b>\$4,000.00</b>
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## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/12/2020	\$4,000.00
<b>Total:</b>		<b>\$4,000.00</b>

Please Remit Payment in \*Check Only\*

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

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

Rentor agrees to adhere to all California State Industry Guidelines to reduce Covid -19 risk.