

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JULY 2020

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|-------------------------|---|---|--------------------|--|-----------------------|------------------------|
| R-045-18 (Amend. #3) | Cirque Du Soleil | Trailer Parking Amendment #3 | Trailer Parking | Parking Lot H | 06/04/20-07/01/20 | \$40,800.00 |
| R-023-20 (Amend. #1) | County of Orange, County Executive Office/Real Estate | Bioterrorism Emergency <i>Amended to include all hazards (i.e. COVID-19)</i> | Other (OTH) | Year Round Rentals | 01/01/20-12/23/20 | Fee Waived |
| R-103-20 | Rk Diversified Entertainment, INC | AutoSonic Concerts | Concert | Parking Lot I | 07/25/20-08/03/20 | \$20,193.00 |
| R-005-21 | Apartment Association of Orange County | 2021 AAOC Trade Show | Consumer Show | Costa Mesa Building (#10), Huntington Beach Building (#12) | 03/02/21-03/04/21 | \$25,171.00 |

Updated amount



R. Beetzman

A.J.O

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

DATE: July 15, 2020

RENTAL AGREEMENT: R-045-18

AMENDMENT #3

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

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

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|--|---|-----------------|------------------|
| Monday - Wednesday Parking Lot G & H | 02/17/2020 06:00 AM - 07/01/2020 06:00 PM | Event | \$300.00 per day |

Move out must be completed by 6:00 PM on Wednesday - July 1, 2020 to avoid additional charges.

Total: \$40,800.00

| Summary | Total: | \$40,800.00 |
|----------------|---------------|--------------------|
|----------------|---------------|--------------------|

Payment Schedule

The total of \$40,800.00 to be applied against the contract payment of \$107,879.63. Remaining balance to be refunded on a final settlement.

Please Remit Payment in *Check or Credit Card*

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

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

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

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

**By _____ Date: _____
Title: Finn Taylor, Senior Vice-President Touring Shows**

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

REVIEWED _____

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 **County of Orange, County Executive Office/Real Estate** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 1, 2020 - December 31, 2020

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

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:

Available buildings and/or grounds at time of need

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:

Health-Related Emergency

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

Fee Waived

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

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

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

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

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

This Agreement may be executed in one or more counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

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

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
Deputy

Date _____

32ND DISTRICT AGRICULTURAL
ASSOCIATION

By _____
Michele A. Richards, Chief Executive Officer

Date _____

RECOMMENDED FOR APPROVAL:
CEO/Real Estate Services

By _____
Thania Trujillo, Administrative Manager I

Date _____

RENTOR

COUNTY OF ORANGE

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

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

Date _____

Exhibit A

Locations: Available buildings and/or grounds at time of need at the OC Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626

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

Estimated Attendance: TBD by nature and severity of the event

Purpose of Event: To temporarily administer pharmaceutical and other health-related assistance to the citizens of Orange County in the event of an emergency or hazard.

Rentor Agrees:

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

- That other events may be held at the OC Fair & Event Center simultaneous to emergency events if appropriate, and that the Rentor must cooperate with the District's (OCFEC's) personnel and other event staff if appropriate.
- To provide its own “crowd control”/safety and security to ensure its perimeters are intact and are maintaining appropriate separation from other events taking place.
- To ensure compliance with all OCFEC health and safety procedures as directed by staff.

District (OCFEC) Agrees:

- To provide dumpsters pending volume. Not to include medical waste.
- To provide electricity, water and sewer as available from municipal source.

FORM F-31REVIEWED CD 7.15APPROVED JO. 7.15AGREEMENT NO.**R-103-20 REVISED**DATE **July 15, 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 **RK Diversified Entertainment, 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

July 29 - August 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:

AutoSonic Concerts

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

\$20,193.00

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

**RK Diversified Entertainment, INC
112 North Harvard Avenue PMD 244
Claremont, CA 91711**

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

By _____ Date: _____
Title: Ray Woodbury, President

By _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------|------------------------------|--|-----------------|
| Event Name: | AutoSonic Concerts | Contract No: | R-103-20 REVISED | |
| Contact Person: | Ray Woodbury | Phone: | (909) 821-3157 | |
| Event Date: | 07/31/2020 - 08/01/2020 | Hours: | Friday & Saturday: 6:00 PM - 10:00 PM First Show: 7:00 PM Second Show: 9:00 PM | |
| Admission Price: | \$75.00 - \$150.00 | | | |
| Vehicle Parking Fee: | No Charge | Projected Attendance: | 109 Vehicles | |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> | |
| Wednesday | | | | |
| Parking Lot I | 07/29/2020 08:00 AM - 08:00 PM | Move In | 500.00 | |
| Thursday | | | | |
| Parking Lot I | 07/30/2020 08:00 AM - 08:00 PM | Move In | 500.00 | |
| Friday | | | | |
| Parking Lot I | 07/31/2020 06:00 PM - 10:00 PM | Event | 2,000.00 | |
| Saturday | | | | |
| Parking Lot I | 08/01/2020 06:00 PM - 10:00 PM | Event | 2,000.00 | |
| Sunday | | | | |
| Parking Lot I | 08/02/2020 08:00 AM - 08:00 PM | Move Out | 500.00 | |
| | | | Total: | 5,500.00 |
| Move out must be completed by 11:59 PM Sunday - August 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> |
| 10 MB Internet - Hard Line | TBD | TBD DAY | 150.00 | DAY |
| 25 MB Internet - Hard Line | TBD | TBD DAY | 250.00 | DAY |
| 50 MB Internet - Hard Line | TBD | TBD DAY | 450.00 | DAY |
| 75 MB Internet - Hard Line | TBD | TBD DAY | 260.00 | DAY |
| 100 MB Internet - Hard Line | TBD | TBD DAY | 850.00 | DAY |
| 20 Amp Drop | TBD | TBD EA | 25.00 | EA |
| 30 Amp Drop | TBD | TBD EA | 50.00 | EA |
| 50 Amp Drop | TBD | TBD EA | 70.00 | EA |
| 100 Amp Drop | TBD | TBD EA | 180.00 | EA |
| 200 Amp Drop | TBD | TBD EA | 360.00 | EA |
| Dumpster | Estimate 4 | 4.00 EA | 19.00 | EA |
| Electrical Splitter Box | Estimate 2 | 2.00 EA | 0.00 | EA |
| Electrical Usage | Estimate Only | 1.00 EVT | 1,400.00 | EVT |
| Forklift | TBD | TBD EA | 75.00 | EA |
| Handwashing Station | TBD | TBD EA | 100.00 | EA |
| Marquee Board | 07/02/2020 - 08/01/2020 | 1.00 EA | Included | |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 | EA |
| Portable Electronic Message Board (Flat) | Estimate 1 | 1.00 EA | 150.00 | EA |
| Sweeper (In-House) | Estimate 4 Hours | 4.00 HR | 75.00 | HR |
| Ticket Booth (Double Window) | TBD | TBD EA | 100.00 | EA |
| Trussing Unit | TBD | TBD EA | 100.00 | EA |
| Wireless Internet Router | TBD | TBD EA | 75.00 | EA |
| | | | Total: | 1,926.00 |

EXHIBIT A

| Event Information Reimbursable Personnel Fees | | | | | | |
|--|------------------------------|--------------|----|-------------|---------------|----------|
| Description | Date-Time | Units | | Rate | Actual | |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant | Estimate 8 Hours | 8.00 | HR | 24.00 | HR | 192.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 24.00 | HR | 192.00 |
| Electrician | Estimate 4 Hours | 4.00 | HR | 60.00 | HR | 240.00 |
| <u>Event Day</u> | | | | | | |
| Grounds Attendant | TBD | TBD | EA | 24.00 | HR | TBD |
| Janitorial Attendant | 07/31/2020 05:00PM - 11:00PM | 6.00 | EA | 24.00 | HR | 864.00 |
| Electrician | 07/31/2020 06:00PM - 10:30PM | 1.00 | EA | 60.00 | HR | 270.00 |
| Grounds Attendant | TBD | TBD | EA | 24.00 | HR | TBD |
| Janitorial Attendant | 08/01/2020 05:00PM - 11:00PM | 6.00 | EA | 24.00 | HR | 864.00 |
| Electrician | 08/01/2020 06:00PM - 10:30PM | 1.00 | EA | 60.00 | HR | 270.00 |
| <u>Clean Up</u> | | | | | | |
| Grounds Attendant | Estimate 8 Hours | 8.00 | HR | 24.00 | HR | 192.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 24.00 | HR | 192.00 |
| Electrician | Estimate 4 Hours | 4.00 | HR | 60.00 | HR | 240.00 |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 07/29/2020 Estimate 7 Hours | 7.00 | HR | 48.50 | HR | 339.50 |
| Event Coordinator | 07/31/2020 04:00PM - 11:00PM | 1.00 | EA | 48.50 | HR | 339.50 |
| Event Coordinator | 08/01/2020 04:00PM - 11:00PM | 1.00 | EA | 48.50 | HR | 339.50 |
| <u>Safety & Security</u> | | | | | | |
| Security Attendant - Overnight | 07/29/2020 08:00PM - 08:00AM | 1.00 | EA | 24.00 | HR | 288.00 |
| Security Attendant - Overnight | 07/30/2020 08:00PM - 08:00AM | 1.00 | EA | 24.00 | HR | 288.00 |
| Security Attendant Lead | 07/31/2020 05:30PM - 10:30PM | 1.00 | EA | 30.00 | HR | 150.00 |
| Security Attendant | 07/31/2020 05:30PM - 10:30PM | 9.00 | EA | 24.00 | HR | 1,080.00 |
| Security Attendant - Overnight | 07/31/2020 10:30PM - 12:00PM | 1.00 | EA | 24.00 | HR | 324.00 |
| Security Attendant Lead | 08/01/2020 05:30PM - 10:30PM | 1.00 | EA | 30.00 | HR | 150.00 |
| Security Attendant | 08/01/2020 05:30PM - 10:30PM | 9.00 | EA | 24.00 | HR | 1,080.00 |
| Security Attendant - Overnight | 08/01/2020 10:30PM - 08:00AM | 1.00 | EA | 24.00 | HR | 228.00 |
| <u>Technology</u> | | | | | | |
| Technology Attendant | TBD | TBD | EA | 48.50 | HR | TBD |
| <u>Outside Services</u> | | | | | | |
| Emergency Medical Services | 07/31/2020 05:30PM - 10:30PM | 2.00 | EA | 25.00 | HR | 250.00 |
| Emergency Medical Services | 08/01/2020 05:30PM - 10:30PM | 2.00 | EA | 25.00 | HR | 250.00 |
| Sound Engineer | 07/30/2020 - 08/01/2020 | 1.00 | EA | 750.00 | DAY | 2,250.00 |

EXHIBIT A

| Event Information | | | | | | |
|--------------------------|--|------|----|--------|----|--------------------------------|
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
| | | | | | | Total: 11,267.00 |

| Summary | |
|--|-------------|
| Facility Rental Total | \$5,500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$13,193.00 |
| Refundable Deposit | \$1,500.00 |
| Grand Total: \$20,193.00 | |

| Payment Schedule | | Due Date | Amount |
|----------------------------------|--|-----------------|---------------|
| Payment Schedule | | PAID | Amount |
| First Payment | | PAID | \$22,549.50* |
| Total: \$20,193.00 | | | |

**Remaining balance of \$2,356.50 will be reimbursed on the final event settlement.*

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.

EVENT DURATION

OCFEC and RK Diversified Entertainment, INC mutually agree that the duration of concert series may be extended if event site remains available.

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 between the hours of 9:00 PM to 8:00 AM during move in and move out. Please refer to Exhibit E. 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. Should the Sound Monitor or OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, RK Diversified Entertainment, INC must comply with request.

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-005-21**DATE **July 3, 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 **Apartment Association of Orange County** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 2, 2021 - March 4, 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:

2021 AAOC Trade Show

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

\$25,171.00

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. 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.
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.

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

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

By _____ Date: _____
Title: David Cordero, Executive Director

By _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

| Event Information | | | | | |
|---|--------------------------------|------------------------------|---------------|----------|-------------------|
| Event Name: | 2021 AAOC Trade Show | Contract No: | | | R-005-21 |
| Contact Person: | Sandy Gimpelson | Phone: | | | (714) 638-5550 |
| Event Date: | 03/04/2021 | Hours: | | | 8:30 AM - 4:00 PM |
| Vehicle Parking Fee: | \$10.00 General Parking | Projected Attendance: | | | 1,500 |
| Facility Rental Fees | | | | | |
| Facility and/or Area Fees | Date-Time | Activity | | | Actual |
| Tuesday | | | | | |
| Costa Mesa Building (#10) | 03/02/2021 08:00 AM - 07:00 PM | Move In | | | 2,262.50 |
| Wednesday | | | | | |
| Costa Mesa Building (#10) | 03/03/2021 08:00 AM - 07:00 PM | Move In | | | 2,262.50 |
| Huntington Beach Building (#12) | 03/03/2021 08:00 AM - 07:00 PM | Move In | | | 1,762.50 |
| Thursday | | | | | |
| Costa Mesa Building (#10) | 03/04/2021 08:30 AM - 04:00 PM | Event | | | 4,525.00 |
| Huntington Beach Building (#12) | 03/04/2021 08:30 AM - 04:00 PM | Event | | | 3,525.00 |
| | | | Total: | | 14,337.50 |
| Move out must be completed by 11:59 PM Thursday - March 4, 2021 to avoid additional charges. | | | | | |
| Estimated Equipment Fees | | | | | |
| Description | Date-Time | Units | Rate | | Actual |
| 25 MB Internet - Hard Line | 03/04/2021 | 1.00 DAY | 250.00 | DAY | 250.00 |
| 50 MB Internet - Hard Line | 03/04/2021 | 1.00 DAY | 450.00 | DAY | 450.00 |
| 50 Amp Drop | Estimate 7 | 7.00 EA | 70.00 | EA | 490.00 |
| Audio Mixer | Estimate 1 | 1.00 EA | 35.00 | EA | 35.00 |
| Dumpster | Estimate 17 | 17.00 EA | 19.00 | EA | 323.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 | EA | TBD |
| Electrical Usage | Estimate Only | 1.00 EVT | 750.00 | EVT | 750.00 |
| Folding Table (Rectangular) | TBD | TBD EA | 15.00 | EA | TBD |
| Hang Tag - 1 Day | Estimate 130 | 130.00 EA | 5.00 | EA | 650.00 |
| Man Lift | Estimate 5 Hours | 5.00 HR | 75.00 | HR | 375.00 |
| Marquee Board | 02/26/2021 - 03/04/2021 | 1.00 EA | | Included | Included |
| Podium | Estimate 1 | 1.00 EA | 25.00 | EA | 25.00 |
| Portable PA System (w/ Wired Mic, Stand and 4 Speakers) | TBD | TBD EA | 300.00 | EA | TBD |
| Portable Electronic Message Board | 03/04/2021 | 2.00 DAY | 75.00 | DAY | 150.00 |
| Projector (1,700 Lumens) | TBD | TBD DAY | 125.00 | DAY | TBD |
| Projector Screen 6' Tripod | TBD | TBD DAY | 30.00 | DAY | TBD |
| Public Address System (Per Building) | 03/04/2021 | 1.00 DAY | 75.00 | DAY | 75.00 |
| Scissor Lift | TBD | TBD EA | 75.00 | EA | TBD |
| Sweeper (In-House) | Estimate 7 Hours | 7.00 HR | 75.00 | HR | 525.00 |
| Wireless Internet Router | Estimate 3 | 3.00 EA | 75.00 | EA | 225.00 |
| Wireless Microphone | TBD | TBD EA | 50.00 | EA | TBD |
| | | | Total: | | 4,323.00 |
| Reimbursable Personnel Fees | | | | | |
| Description | Date-Time | Units | Rate | | Actual |
| Event Operations | | | | | |
| Set Up | | | | | |
| Grounds Attendant | Estimate 10 Hours | 10.00 HR | 25.00 | HR | 250.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 25.00 | HR | 100.00 |
| Electrician | Estimate 6 Hours | 6.00 HR | 62.50 | HR | 375.00 |

EXHIBIT A

| Event Information | | | | | | |
|--|--|-----------------|----|--------|---------------------|--------------------|
| Event Day | | | | | | |
| Grounds Attendant Lead | 03/04/2021 07:30AM - 04:00PM | 1.00 | EA | 30.00 | HR | 255.00 |
| Grounds Attendant | 03/04/2021 07:30AM - 04:00PM | 2.00 | EA | 25.00 | HR | 425.00 |
| Janitorial Attendant | 03/04/2021 07:30AM - 04:00PM | 2.00 | EA | 25.00 | HR | 425.00 |
| Clean Up | | | | | | |
| Grounds Attendant Lead | Estimate 5 Hours | 5.00 | HR | 30.00 | HR | 150.00 |
| Grounds Attendant | Estimate 14 Hours | 14.00 | HR | 25.00 | HR | 350.00 |
| Janitorial Attendant | Estimate 12 Hours | 12.00 | HR | 25.00 | HR | 300.00 |
| Electrician | Estimate 2 Hours | 2.00 | HR | 62.50 | HR | 125.00 |
| Event Sales & Services | | | | | | |
| Event Coordinator | 03/04/2021 07:30AM - 04:00PM | 1.00 | EA | 50.00 | HR | 425.00 |
| Parking | | | | | | |
| Parking Attendant Lead | 03/02/2021 12:00PM - 07:00PM | 1.00 | EA | 30.00 | HR | 420.00 |
| Parking Attendant | 03/02/2021 12:00PM - 07:00PM | 2.00 | EA | 25.00 | HR | 700.00 |
| Safety & Security | | | | | | |
| Security Attendant - Overnight | 03/03/2021 07:00PM - 07:00AM | 1.00 | EA | 25.00 | HR | 300.00 |
| Security Attendant - Party | TBD | TBD | EA | 25.00 | HR | TBD |
| Technology | | | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 |
| Technology Attendant | TBD | TBD | HR | 50.00 | HR | TBD |
| Outside Services | | | | | | |
| Emergency Medical Services | 03/04/2021 08:30AM - 04:30PM | 2.00 | EA | 26.00 | HR | 416.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
| Trash Collection & Sweeping Services | TBD | TBD | EA | 0.00 | EVT | TBD |
| | | | | | Total: | 5,510.50 |
| Summary | | | | | | |
| Facility Rental Total | | | | | | \$14,337.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | | | \$9,833.00 |
| Refundable Deposit | | | | | | \$1,000.00 |
| | | | | | Grand Total: | \$25,171.00 |
| Payment Schedule | | | | | | |
| Payment Schedule | | Due Date | | | | Amount |
| First Payment | | PAID REC 0842 | | | | \$6,109.00 |
| Second Payment | | PAID REC 0843 | | | | \$6,109.00 |
| Third Payment | | PAID REC 0844 | | | | \$6,109.00 |
| Fourth Payment | | PAID REC 0845 | | | | \$6,109.00 |
| Fifth Payment | | 02/04/2021 | | | | \$735.00 |
| | | | | | Total: | \$25,171.00 |

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

CANNABIS EVENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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