

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

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
FFDT-001	Cathy's Cookies	Chocolate Chip Cookies	Lot G-#4	8/28/2020-8/30/2020; 9/04/2020-9/06/2020; 9/11/2020-9/13/2020; 9/18/2020-9/20/2020; 9/25/2020-9/27/2020	30' X 10'	Guarantee of \$600 per weekend against 18% of Gross Sales(net of sales tax), whichever is greater.
FFDT-002	Destroy Productions dba Hawaiian Chicken Bowls	Chicken Bowls: Tiki, Luau, Orange, Spicy Moa; Turkey Legs; Dragon Fruit Pineapple Lemonade, Tropical Iced Tea	Lot G-#1	8/28/2020-8/30/2020; 9/04/2020-9/06/2020; 9/11/2020-9/13/2020; 9/18/2020-9/20/2020; 9/25/2020-9/27/2020	30' X 10'	Guarantee of \$600 per weekend against 18% of Gross Sales(net of sales tax), whichever is greater.
FFDT-003	Hot Dog on a Stick Fair Co.	Hot Dog on a Stick, Cheese on a Stick, Veggie Dog on a Stick, Fries, Lemonade, family Pack, Date Night Special	Lot G-#2	8/28/2020-8/30/2020; 9/04/2020-9/06/2020; 9/11/2020-9/13/2020; 9/18/2020-9/20/2020; 9/25/2020-9/27/2020	30' X 10'	Guarantee of \$600 per weekend against 18% of Gross Sales(net of sales tax), whichever is greater.
FFDT-004	Leap of Faith Adventures, Inc. dba JK Dots	Dippin' Dots, Ice Cream Float, Pepsi	Lot G-#3	8/21/2020-8/23/2020; 8/28/2020-8/30/2020; 9/04/2020-9/06/2020; 9/11/2020-9/13/2020; 9/18/2020-9/20/2020; 9/25/2020-9/27/2020	30' X 10'	Guarantee of \$600 per weekend against 18% of Gross Sales(net of sales tax), whichever is greater.
FFDT-005	Revolutionary Service, Inc. dba Sippers and More / Bacon A Fair	Bacon-Wrapped Hot Dog, Bacon Bombs, 1/2 pd Sausage, Turkey Leg, Fries	Lot G-#2	<del>8/21/2020-8/23/2020; 8/28/2020-8/30/2020; 9/04/2020-9/06/2020; 9/11/2020-9/13/2020; 9/18/2020-9/20/2020; 9/25/2020-9/27/2020</del>	<del>30' X 10'</del>	<del>Guarantee of \$600 per weekend against 18% of Gross Sales(net of sales tax), whichever is greater.</del>

Updated fields in red text

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **FFDT-001**  
DATE **August 19, 2020**

## CONCESSION RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Cathy's Cookies** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **Lot G #4** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **8/23/2020 and ends on 9/28/2020. MONDAYS-THURSDAYS DARK** (See Exhibit E for **Operating Schedule**.)
2. Renter shall guarantee the payment of any damage to Association property, removal of all property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during Fair Food Drive-Thru
6. If Renter serves soft drinks at the Fairgrounds, Renter must serve Pepsi® products only.
7. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment per Weekend	30' x 10'	Mobile Food - Trailer	\$ 600.00

8. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 18% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of event. If Guarantee exceeds 18% of Gross Sales, applicable total to be collected based on the schedule detailed in Exhibit H.**  
**\*Final payment subject to OC Fair audit and adjustment if applicable.**
9. **Certificate of Insurance is due on or before August 21, 2020.**
10. **Signed Rental Agreement is due on or before August 24, 2020.**
11. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
12. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
13. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
14. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

15. It is mutually agreed that this Agreement 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.
16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
17. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
18. 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 interests of Association.
19. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
- |  |           |
|--|-----------|
| • Products and Services  | Exhibit A |
| • California Fair Services Authority Insurance Requirements      | Exhibit B |
| • Standard Contract Terms and Conditions                         | Exhibit C |
| • Map of Fairgrounds Depicting Premises                          | Exhibit D |
| • Operating Schedule   | Exhibit E |
| • Assembly Bill 1499   | Exhibit F |
| • Payment Schedule   | Exhibit H |
| • COVID-19 Infection Mitigation Protocol & Procedures Guidelines | Exhibit V |
20. **Force Majeure:** 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.
21. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
22. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Cathy Johnson  
Cathy's Cookies  
700 Lido Park Drive, #9  
Newport Beach, CA 92663  
Phone (714) 739-0712  
Email cathyscookies1@gmail.com

Joan Hamill  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email jhamill@ocfair.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Chief Business Development Officer  
Title

\_\_\_\_\_  
Date

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.



14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

## **PRODUCTS AND OR SERVICES**

### **Cathy's Cookies**

Location/Space: Lot G #4

Agreement No: **FFDT-001**

Date: August 19, 2020

Chocolate Chip Cookies

- Bucket
- Sleeve

Cookie Sundae

Bucket of Cookie Dough to Go

Milk

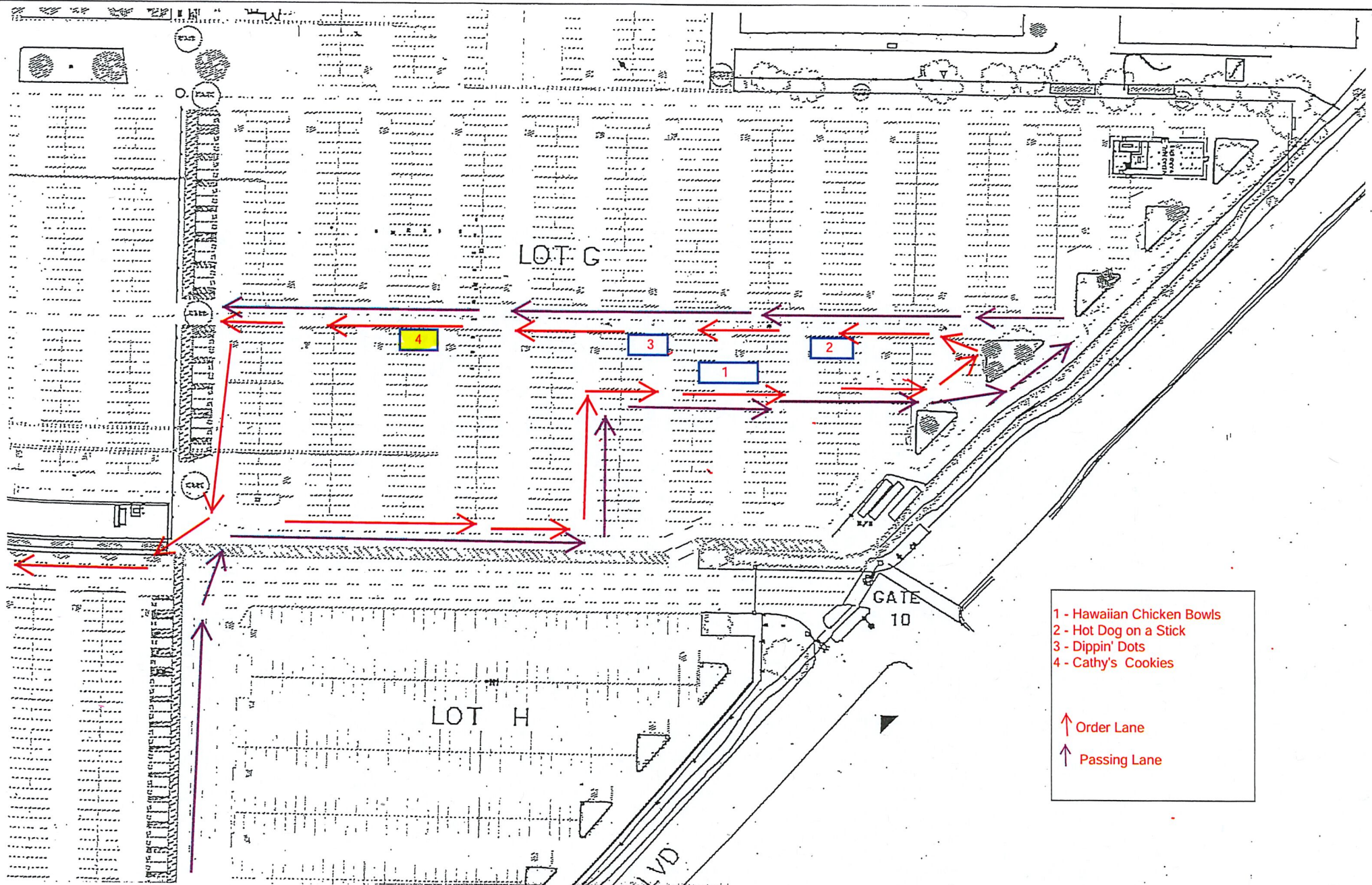
### **Pepsi:**

**All beverages including cans or bottles offered for sale must be approved Pepsi products. No glass bottles permitted.**

### **Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

# EXHIBIT D



## EXHIBIT E

### OPERATING SCHEDULE

<b>OPERATING WEEKEND: Friday – Sunday, August 28 – 30, 2020</b>
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Sunday, August 23	Drop Off in Lot G
Monday, August 24	Drop Off in Lot G
Tuesday, August 25	Set Up
Wednesday, August 26	Set Up
Thursday, August 27	Set Up, SFM inspection - TBD
Friday, August 28	OC Health Care Agency inspection Register tagging SFM follow up inspection if needed
	Event Day, 12 pm – 8 pm
Saturday, August 29	Event Day, 12 pm – 8 pm
Sunday, August 30	Event Day, 12 pm – 6 pm
Monday – Wednesday, August 31 – September 2	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 4 – 6, 2020</b>
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Thursday, September 3	Dark or Set Up? (let us know if you need to be on site)
Friday, September 4	Event Day, 12 pm – 8 pm
Saturday, September 5	Event Day, 12 pm – 8 pm
Sunday, September 6	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 7 – 9	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 11 – 13, 2020</b>
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Thursday, September 10	Dark or Set Up? (let us know if you need to be on site)
Friday, September 11	Event Day, 12 pm – 8 pm
Saturday, September 12	Event Day, 12 pm – 8 pm
Sunday, September 13	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 14 – 16	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 18 – 20, 2020</b>
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Thursday, September 17	Dark or Set Up? (let us know if you need to be on site)
Friday, September 18	Event Day, 12 pm – 8 pm
Saturday, September 19	Event Day, 12 pm – 8 pm
Sunday, September 20	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 21 – 23	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 25 – 27, 2020</b>
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Thursday, September 24

Dark or Set Up? (let us know if you need to be on site)

Friday, September 25

Event Day, 12 pm – 8 pm

Saturday, September 26

Event Day, 12 pm – 8 pm

Sunday, September 27

Event Day, 12 pm – 6 pm

Monday, September 28

Final Settlement Check Due  
Move Out

T:\drive\COVID\Fair Food\Concessions\Contract Attachments\Exhibit E-Operating Schedule

## EXHIBIT H

### 2020 AUDIT PAPERWORK AND PAYMENT SCHEDULE FOR FAIR FOOD DRIVE-THRU

Below start date is contingent on approvals from OCHCA and SFM

#### WEEKEND

AUGUST  
28-30

PAPERWORK for Friday, 8/28/2020 is due on Saturday, 8/29/2020 prior to opening

PAPERWORK for Saturday, 8/29/2020 is due on Sunday, 8/30/2020 prior to opening

PAPERWORK for Sunday, 8/30/2020 is due on Sunday evening 8/30/2020

INVOICE for August 28- 30 will be emailed **Wednesday, 9/2/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/4/2020** prior to opening

C & C will collect

#### WEEKEND

SEPTEMBER  
4-6

PAPERWORK for Friday, 9/4/2020 is due on Saturday, 9/5/2020 prior to opening

PAPERWORK for Saturday, 9/5/2020 is due on Sunday, 9/6/2020 prior to opening

PAPERWORK for Sunday, 9/6/2020 is due on Sunday evening 9/6/2020

INVOICE for September 4 - 6 will be emailed **Wednesday, 9/9/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/11/2020** prior to opening

C & C will collect

#### WEEKEND

SEPTEMBER  
11-13

PAPERWORK for Friday, 9/11/2020 is due on Saturday, 9/12/2020 prior to opening

PAPERWORK for Saturday, 9/12/2020 is due on Sunday, 9/13/2020 prior to opening

PAPERWORK for Sunday, 9/13/2020 is due on Sunday evening 9/13/2020

INVOICE for September 11- 13 will be emailed **Wednesday, 9/16/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/18/2020** prior to opening

C & C will collect

#### WEEKEND

SEPTEMBER  
18-20

PAPERWORK for Friday, 9/18/2020 is due on Saturday, 9/19/2020 prior to opening

PAPERWORK for Saturday, 9/19/2020 is due on Sunday, 9/20/2020 prior to opening

PAPERWORK for Sunday, 9/20/2020 is due on Sunday evening 9/20/2020

INVOICE for September 18- 20 will be emailed **Wednesday, 9/23/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/25/2020** prior to opening

C & C will collect

The Fair Food Drive-Thru hours may be shortened due to a Drive-In Concert in the adjacent parking lot.

#### WEEKEND

SEPTEMBER  
25-27

PAPERWORK for Friday, 9/25/2020 is due on Saturday, 9/26/2020 prior to opening

PAPERWORK for Saturday, 9/26/2020 is due on Sunday, 9/27/2020 prior to opening

PAPERWORK for Sunday, 9/27/2020 is due on Sunday evening 9/27/2020

INVOICE for September 25- 27 will be ready by 10 am on **Monday, 9/28/2020**.

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Monday, 9/28/2020** prior to leaving the grounds.

C & C will collect

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **FFDT-002**  
DATE **August 19, 2020**

## **CONCESSION RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Destroy Productions dba Hawaiian Chicken Bowls** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **Lot G #1** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **8/23/2020 and ends on 9/28/2020. MONDAYS-THURSDAYS DARK** (See Exhibit E for **Operating Schedule**.)
2. Renter shall guarantee the payment of any damage to Association property, removal of all property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during Fair Food Drive-Thru
6. If Renter serves soft drinks at the Fairgrounds, Renter must serve Pepsi® products only.
7. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment per Weekend	30' x 10'	Mobile Food - Trailer	\$ 600.00

8. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
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13. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
14. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

15. It is mutually agreed that this Agreement 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.
16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
17. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
18. 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 interests of Association.
19. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
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20. **Force Majeure:** 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.
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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.

**Desteen Stroh**  
**Destroy Productions dba Hawaiian Chicken Bowls**  
**15767 Via Salvador**  
**Valley Center, CA 92082**  
**Phone (760) 420-8542**  
**Email [desteen.stroh@gmail.com](mailto:desteen.stroh@gmail.com)**

**Joan Hamill**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email [jhamill@ocfair.com](mailto:jhamill@ocfair.com)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Chief Business Development Officer**  
Title

\_\_\_\_\_  
Date



## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

## **PRODUCTS AND OR SERVICES**

**Destroy Productions dba Hawaiian Chicken Bowls**

Location/Space: Lot G #1

Agreement No: **FFDT-002**

Date: August 19, 2020

Tiki Bowl

Luau Bowl

Hawaiian Orange Bowl

Spicy Moa Bowl

Turkey Leg

### **Beverages:**

Dragon Fruit Pineapple Lemonade

Tropical Iced Tea

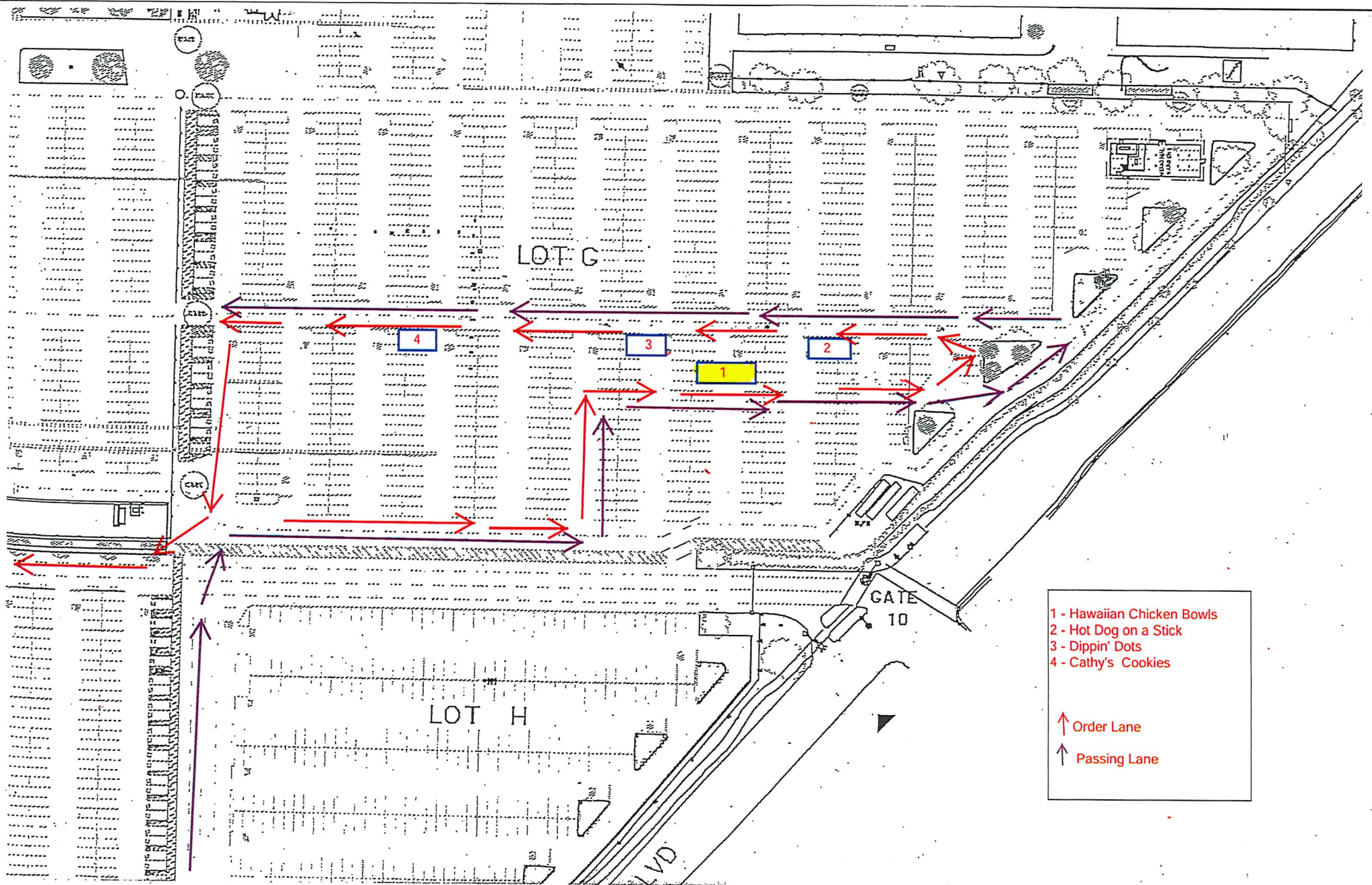
### **Pepsi:**

**All beverages including cans or bottles offered for sale must be approved Pepsi products. No glass bottles permitted.**

### **Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

# EXHIBIT D



## EXHIBIT E

### OPERATING SCHEDULE

<b>OPERATING WEEKEND: Friday – Sunday, August 28 – 30, 2020</b>
---

Sunday, August 23	Drop Off in Lot G
Monday, August 24	Drop Off in Lot G
Tuesday, August 25	Set Up
Wednesday, August 26	Set Up
Thursday, August 27	Set Up, SFM inspection - TBD
Friday, August 28	OC Health Care Agency inspection Register tagging SFM follow up inspection if needed
	Event Day, 12 pm – 8 pm
Saturday, August 29	Event Day, 12 pm – 8 pm
Sunday, August 30	Event Day, 12 pm – 6 pm
Monday – Wednesday, August 31 – September 2	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 4 – 6, 2020</b>
--

Thursday, September 3	Dark or Set Up? (let us know if you need to be on site)
Friday, September 4	Event Day, 12 pm – 8 pm
Saturday, September 5	Event Day, 12 pm – 8 pm
Sunday, September 6	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 7 – 9	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 11 – 13, 2020</b>
--

Thursday, September 10	Dark or Set Up? (let us know if you need to be on site)
Friday, September 11	Event Day, 12 pm – 8 pm
Saturday, September 12	Event Day, 12 pm – 8 pm
Sunday, September 13	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 14 – 16	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 18 – 20, 2020</b>
--

Thursday, September 17	Dark or Set Up? (let us know if you need to be on site)
Friday, September 18	Event Day, 12 pm – 8 pm
Saturday, September 19	Event Day, 12 pm – 8 pm
Sunday, September 20	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 21 – 23	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 25 – 27, 2020</b>
--

Thursday, September 24

Dark or Set Up? (let us know if you need to be on site)

Friday, September 25

Event Day, 12 pm – 8 pm

Saturday, September 26

Event Day, 12 pm – 8 pm

Sunday, September 27

Event Day, 12 pm – 6 pm

Monday, September 28

Final Settlement Check Due  
Move Out

T:\drive\COVID\Fair Food\Concessions\Contract Attachments\Exhibit E-Operating Schedule

## EXHIBIT H

### 2020 AUDIT PAPERWORK AND PAYMENT SCHEDULE FOR FAIR FOOD DRIVE-THRU

Below start date is contingent on approvals from OCHCA and SFM

#### WEEKEND

AUGUST  
28-30

PAPERWORK for Friday, 8/28/2020 is due on Saturday, 8/29/2020 prior to opening

PAPERWORK for Saturday, 8/29/2020 is due on Sunday, 8/30/2020 prior to opening

PAPERWORK for Sunday, 8/30/2020 is due on Sunday evening 8/30/2020

INVOICE for August 28- 30 will be emailed **Wednesday, 9/2/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/4/2020** prior to opening

C & C will collect

#### WEEKEND

SEPTEMBER  
4-6

PAPERWORK for Friday, 9/4/2020 is due on Saturday, 9/5/2020 prior to opening

PAPERWORK for Saturday, 9/5/2020 is due on Sunday, 9/6/2020 prior to opening

PAPERWORK for Sunday, 9/6/2020 is due on Sunday evening 9/6/2020

INVOICE for September 4 - 6 will be emailed **Wednesday, 9/9/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/11/2020** prior to opening

C & C will collect

#### WEEKEND

SEPTEMBER  
11-13

PAPERWORK for Friday, 9/11/2020 is due on Saturday, 9/12/2020 prior to opening

PAPERWORK for Saturday, 9/12/2020 is due on Sunday, 9/13/2020 prior to opening

PAPERWORK for Sunday, 9/13/2020 is due on Sunday evening 9/13/2020

INVOICE for September 11- 13 will be emailed **Wednesday, 9/16/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/18/2020** prior to opening

C & C will collect

#### WEEKEND

SEPTEMBER  
18-20

PAPERWORK for Friday, 9/18/2020 is due on Saturday, 9/19/2020 prior to opening

PAPERWORK for Saturday, 9/19/2020 is due on Sunday, 9/20/2020 prior to opening

PAPERWORK for Sunday, 9/20/2020 is due on Sunday evening 9/20/2020

INVOICE for September 18- 20 will be emailed **Wednesday, 9/23/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/25/2020** prior to opening

C & C will collect

The Fair Food Drive-Thru hours may be shortened due to a Drive-In Concert in the adjacent parking lot.

#### WEEKEND

SEPTEMBER  
25-27

PAPERWORK for Friday, 9/25/2020 is due on Saturday, 9/26/2020 prior to opening

PAPERWORK for Saturday, 9/26/2020 is due on Sunday, 9/27/2020 prior to opening

PAPERWORK for Sunday, 9/27/2020 is due on Sunday evening 9/27/2020

INVOICE for September 25- 27 will be ready by 10 am on **Monday, 9/28/2020**.

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Monday, 9/28/2020** prior to leaving the grounds.

C & C will collect

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **FFDT-003**  
DATE **August 19, 2020**

## **CONCESSION RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Hot Dog on a Stick Fair Co.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **Lot G #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **8/23/2020 and ends on 9/28/2020. MONDAYS-THURSDAYS DARK** (See Exhibit E for **Operating Schedule.**)
2. Renter shall guarantee the payment of any damage to Association property, removal of all property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during Fair Food Drive-Thru
6. If Renter serves soft drinks at the Fairgrounds, Renter must serve Pepsi® products only.
7. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment per Weekend	30' x 10'	Mobile Food - Trailer	\$ 600.00

8. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 18% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of event. If Guarantee exceeds 18% of Gross Sales, applicable total to be collected based on the schedule detailed in Exhibit H.**  
**\*Final payment subject to OC Fair audit and adjustment if applicable.**
9. **Certificate of Insurance is due on or before August 21, 2020.**
10. **Signed Rental Agreement is due on or before August 24, 2020.**
11. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
12. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
13. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
14. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.



15. It is mutually agreed that this Agreement 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.
16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
17. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
18. 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 interests of Association.
19. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
- |  |           |
|--|-----------|
| • Products and Services  | Exhibit A |
| • California Fair Services Authority Insurance Requirements      | Exhibit B |
| • Standard Contract Terms and Conditions                         | Exhibit C |
| • Map of Fairgrounds Depicting Premises                          | Exhibit D |
| • Operating Schedule   | Exhibit E |
| • Assembly Bill 1499   | Exhibit F |
| • Payment Schedule   | Exhibit H |
| • COVID-19 Infection Mitigation Protocol & Procedures Guidelines | Exhibit V |
20. **Force Majeure:** 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.
21. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
22. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Gary Barham  
Hot Dog on a Stick Fair Co.  
1620 Via Cancion  
San Marcos, CA 92078  
Phone (760) 567-3478  
Email nikkipainter@rocketmail.com

Joan Hamill  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email jhamill@ocfair.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Chief Business Development Officer  
Title

\_\_\_\_\_  
Date

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
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13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

## **PRODUCTS AND OR SERVICES**

### **Hot Dog on a Stick Fair Co.**

Location/Space: Lot G #2

Agreement No: **FFDT-003**

Date: August 19, 2020

Hot Dog on a Stick  
Cheese on a Stick  
Veggie Dog on a Stick  
French Fries

### **Beverages:**

Lemonade

Family Pack: 4 Hot Dogs on a Stick, 2 Cheese on a Stick, 2 Large Lemonades

Date Night Special: 2 Hot Dogs on a Stick, 2 Cheese on a Stick, 2 Large Lemonades

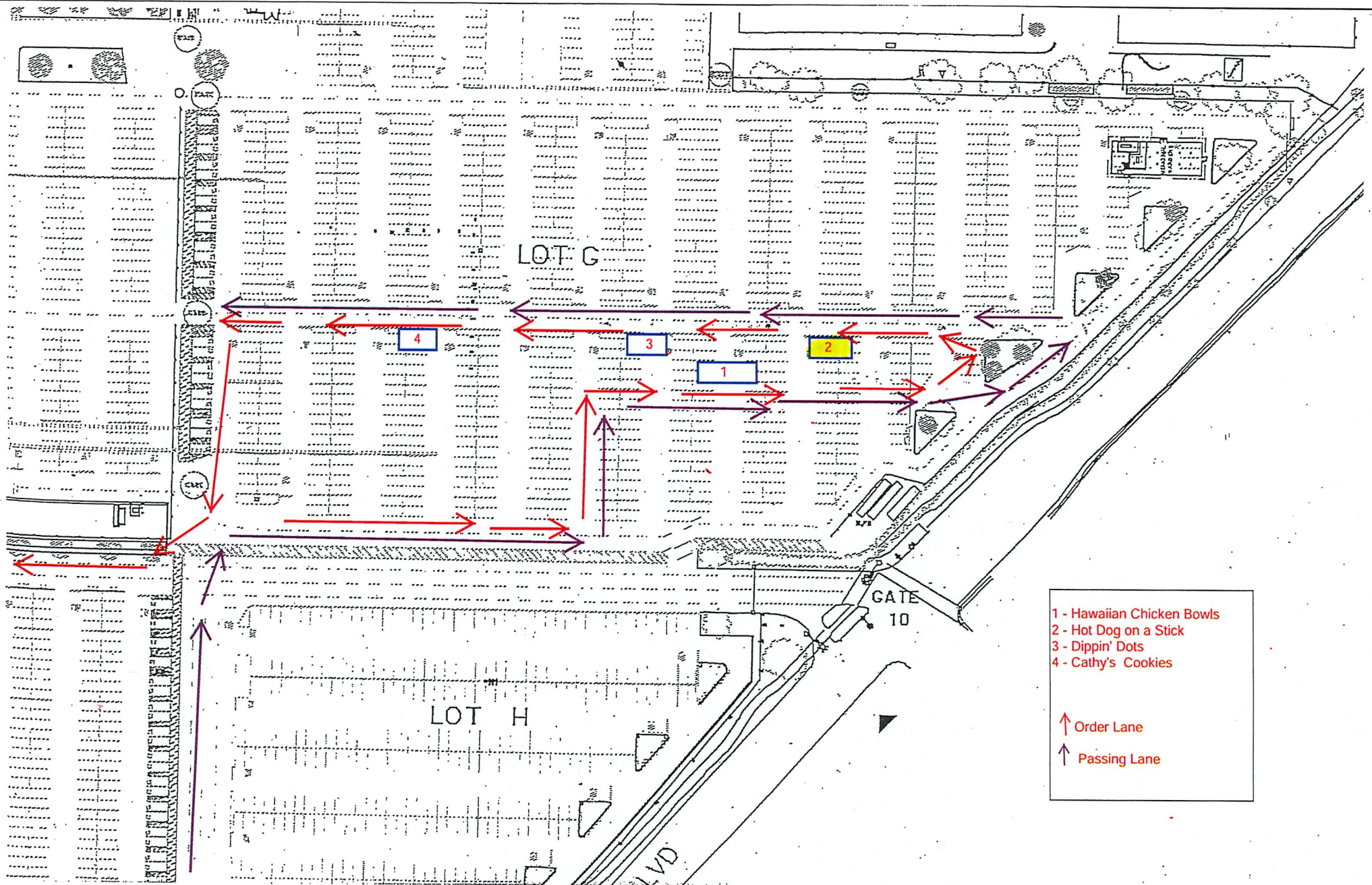
### **Pepsi:**

**All beverages including cans or bottles offered for sale must be approved Pepsi products. No glass bottles permitted.**

### **Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

# EXHIBIT D



## EXHIBIT E

### OPERATING SCHEDULE

<b>OPERATING WEEKEND: Friday – Sunday, August 28 – 30, 2020</b>
---

Sunday, August 23	Drop Off in Lot G
Monday, August 24	Drop Off in Lot G
Tuesday, August 25	Set Up
Wednesday, August 26	Set Up
Thursday, August 27	Set Up, SFM inspection - TBD
Friday, August 28	OC Health Care Agency inspection Register tagging SFM follow up inspection if needed
	Event Day, 12 pm – 8 pm
Saturday, August 29	Event Day, 12 pm – 8 pm
Sunday, August 30	Event Day, 12 pm – 6 pm
Monday – Wednesday, August 31 – September 2	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 4 – 6, 2020</b>
--

Thursday, September 3	Dark or Set Up? (let us know if you need to be on site)
Friday, September 4	Event Day, 12 pm – 8 pm
Saturday, September 5	Event Day, 12 pm – 8 pm
Sunday, September 6	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 7 – 9	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 11 – 13, 2020</b>
--

Thursday, September 10	Dark or Set Up? (let us know if you need to be on site)
Friday, September 11	Event Day, 12 pm – 8 pm
Saturday, September 12	Event Day, 12 pm – 8 pm
Sunday, September 13	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 14 – 16	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 18 – 20, 2020</b>
--

Thursday, September 17	Dark or Set Up? (let us know if you need to be on site)
Friday, September 18	Event Day, 12 pm – 8 pm
Saturday, September 19	Event Day, 12 pm – 8 pm
Sunday, September 20	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 21 – 23	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 25 – 27, 2020</b>
--

Thursday, September 24

Dark or Set Up? (let us know if you need to be on site)

Friday, September 25

Event Day, 12 pm – 8 pm

Saturday, September 26

Event Day, 12 pm – 8 pm

Sunday, September 27

Event Day, 12 pm – 6 pm

Monday, September 28

Final Settlement Check Due  
Move Out

T:\drive\COVID\Fair Food\Concessions\Contract Attachments\Exhibit E-Operating Schedule



## EXHIBIT H

### 2020 AUDIT PAPERWORK AND PAYMENT SCHEDULE FOR FAIR FOOD DRIVE-THRU

Below start date is contingent on approvals from OCHCA and SFM

#### WEEKEND

AUGUST  
28-30

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C & C will collect

#### WEEKEND

SEPTEMBER  
4-6

PAPERWORK for Friday, 9/4/2020 is due on Saturday, 9/5/2020 prior to opening

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#### WEEKEND

SEPTEMBER  
11-13

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#### WEEKEND

SEPTEMBER  
18-20

PAPERWORK for Friday, 9/18/2020 is due on Saturday, 9/19/2020 prior to opening

PAPERWORK for Saturday, 9/19/2020 is due on Sunday, 9/20/2020 prior to opening

PAPERWORK for Sunday, 9/20/2020 is due on Sunday evening 9/20/2020

INVOICE for September 18- 20 will be emailed **Wednesday, 9/23/2020**, by 12 noon to concessionaires

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Friday, 9/25/2020** prior to opening

C & C will collect

The Fair Food Drive-Thru hours may be shortened due to a Drive-In Concert in the adjacent parking lot.

#### WEEKEND

SEPTEMBER  
25-27

PAPERWORK for Friday, 9/25/2020 is due on Saturday, 9/26/2020 prior to opening

PAPERWORK for Saturday, 9/26/2020 is due on Sunday, 9/27/2020 prior to opening

PAPERWORK for Sunday, 9/27/2020 is due on Sunday evening 9/27/2020

INVOICE for September 25- 27 will be ready by 10 am on **Monday, 9/28/2020**.

Accounting will email

**PAYMENT BY CHECK** for invoice is due **Monday, 9/28/2020** prior to leaving the grounds.

C & C will collect



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **FFDT-004**  
DATE **August 19, 2020**

## CONCESSION RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Leap of Faith Adventures, Inc. dba JK Dots** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **Lot G #3** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **8/23/2020 and ends on 9/28/2020. MONDAYS-THURSDAYS DARK** (See Exhibit E for **Operating Schedule**.)
2. Renter shall guarantee the payment of any damage to Association property, removal of all property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.
4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
5. Renter shall participate in all special promotions scheduled during Fair Food Drive-Thru
6. If Renter serves soft drinks at the Fairgrounds, Renter must serve Pepsi® products only.
7. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment per Weekend	30' x 10'	Mobile Food - Trailer	\$ 600.00

8. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 18% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of event. If Guarantee exceeds 18% of Gross Sales, applicable total to be collected based on the schedule detailed in Exhibit H.**  
**\*Final payment subject to OC Fair audit and adjustment if applicable.**
9. **Certificate of Insurance is due on or before August 21, 2020.**
10. **Signed Rental Agreement is due on or before August 24, 2020.**
11. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
12. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
13. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
14. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

15. It is mutually agreed that this Agreement 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.
16. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
17. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
18. 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 interests of Association.
19. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
- |  |           |
|--|-----------|
| • Products and Services  | Exhibit A |
| • California Fair Services Authority Insurance Requirements      | Exhibit B |
| • Standard Contract Terms and Conditions                         | Exhibit C |
| • Map of Fairgrounds Depicting Premises                          | Exhibit D |
| • Operating Schedule   | Exhibit E |
| • Assembly Bill 1499   | Exhibit F |
| • Payment Schedule   | Exhibit H |
| • COVID-19 Infection Mitigation Protocol & Procedures Guidelines | Exhibit V |
20. **Force Majeure:** 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.
21. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
22. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Karen or Jan Gary  
Leap of Faith Adventures, Inc. dba JK Dot  
935 Poinsettia Avenue, Suite #204  
Vista, CA 92081  
Phone (760) 801-2302  
Email jkdots@hotmail.com

Joan Hamill  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email jhamill@ocfair.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Chief Business Development Officer  
Title

\_\_\_\_\_  
Date

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

## **PRODUCTS AND OR SERVICES**

**Leap of Faith Adventures, Inc. dba JK Dots**

Location/Space: Lot G #3

Agreement No: **FFDT-004**

Date: August 19, 2020

Dippin' Dots – Banana Split, Cookies n Cream, Chocolate Chip Cookie Dough, Chocolate, Cotton Candy, Rainbow Ice  
Sizes:

- Regular
- Medium
- Large

Ice Cream Float

Pepsi

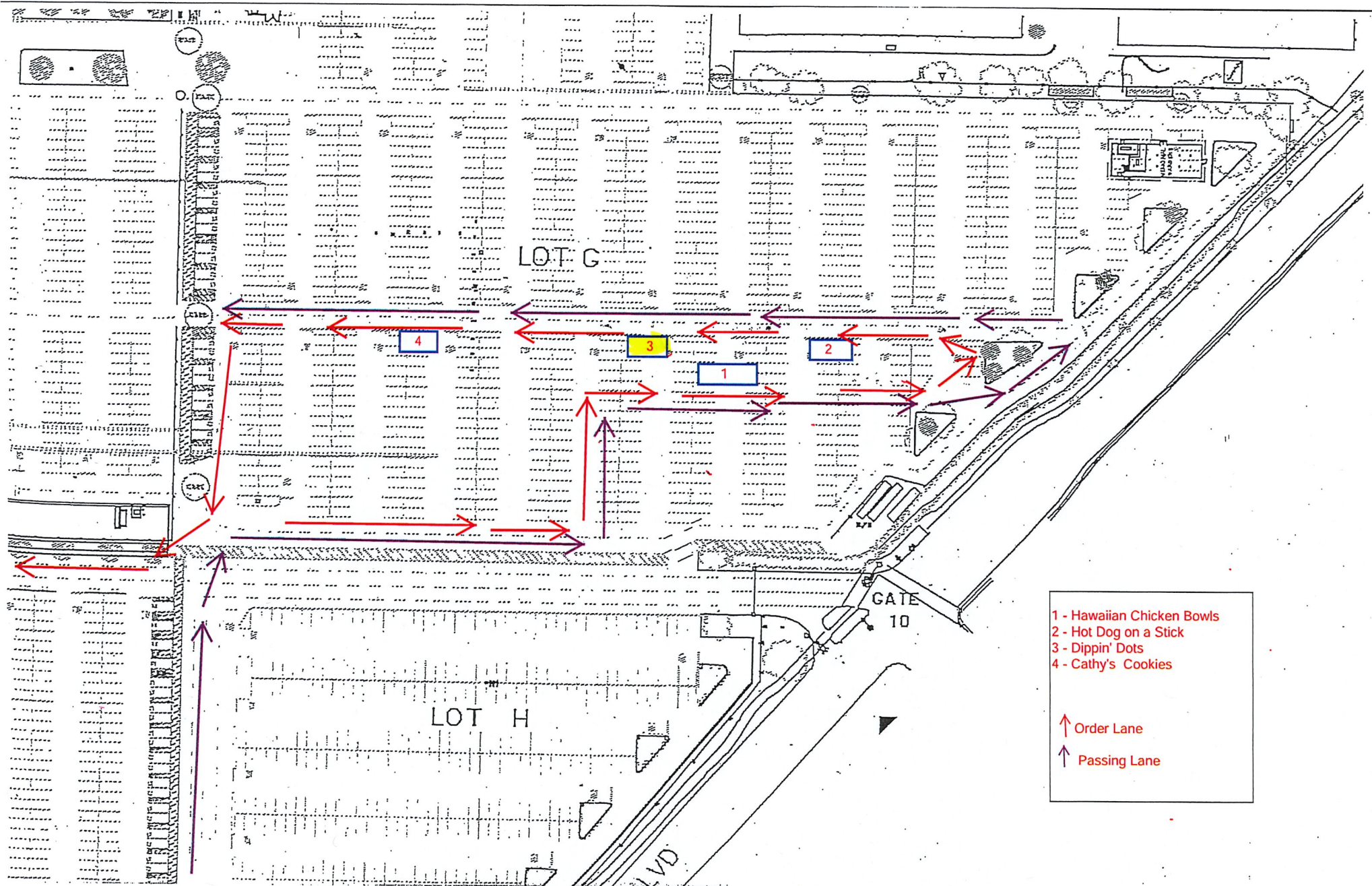
### **Pepsi:**

**All beverages including cans or bottles offered for sale must be approved Pepsi products. No glass bottles permitted.**

### **Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

# EXHIBIT D



## EXHIBIT E

### OPERATING SCHEDULE

<b>OPERATING WEEKEND: Friday – Sunday, August 28 – 30, 2020</b>
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Sunday, August 23	Drop Off in Lot G
Monday, August 24	Drop Off in Lot G
Tuesday, August 25	Set Up
Wednesday, August 26	Set Up
Thursday, August 27	Set Up, SFM inspection - TBD
Friday, August 28	OC Health Care Agency inspection Register tagging SFM follow up inspection if needed
	Event Day, 12 pm – 8 pm
Saturday, August 29	Event Day, 12 pm – 8 pm
Sunday, August 30	Event Day, 12 pm – 6 pm
Monday – Wednesday, August 31 – September 2	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 4 – 6, 2020</b>
--

Thursday, September 3	Dark or Set Up? (let us know if you need to be on site)
Friday, September 4	Event Day, 12 pm – 8 pm
Saturday, September 5	Event Day, 12 pm – 8 pm
Sunday, September 6	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 7 – 9	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 11 – 13, 2020</b>
--

Thursday, September 10	Dark or Set Up? (let us know if you need to be on site)
Friday, September 11	Event Day, 12 pm – 8 pm
Saturday, September 12	Event Day, 12 pm – 8 pm
Sunday, September 13	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 14 – 16	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 18 – 20, 2020</b>
--

Thursday, September 17	Dark or Set Up? (let us know if you need to be on site)
Friday, September 18	Event Day, 12 pm – 8 pm
Saturday, September 19	Event Day, 12 pm – 8 pm
Sunday, September 20	Event Day, 12 pm – 6 pm
Monday – Wednesday, September 21 – 23	Dark

<b>OPERATING WEEKEND: Friday – Sunday, September 25 – 27, 2020</b>
--

Thursday, September 24

Dark or Set Up? (let us know if you need to be on site)

Friday, September 25

Event Day, 12 pm – 8 pm

Saturday, September 26

Event Day, 12 pm – 8 pm

Sunday, September 27

Event Day, 12 pm – 6 pm

Monday, September 28

Final Settlement Check Due  
Move Out

T:\drive\COVID\Fair Food\Concessions\Contract Attachments\Exhibit E-Operating Schedule



## EXHIBIT H

### 2020 AUDIT PAPERWORK AND PAYMENT SCHEDULE FOR FAIR FOOD DRIVE-THRU

Below start date is contingent on approvals from OCHCA and SFM

#### WEEKEND

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28-30

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PAPERWORK for Saturday, 9/5/2020 is due on Sunday, 9/6/2020 prior to opening

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SEPTEMBER  
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The Fair Food Drive-Thru hours may be shortened due to a Drive-In Concert in the adjacent parking lot.

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