

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

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|-------------------|---|--|---------------------------|--|-----------------------|------------------------|
| R-004-21 | Lodestone Events, LLC | Adventure Expo | Consumer Show (CON) | Campground, Costa Mesa Building (#10), Festival Field Asphalt, Huntington Beach Building (#12), Main Mall, Park Plaza, Plaza Pacifica, Santa Ana Pavilion (Parade of Products), The Hangar | 03/15/21-03/22/21 | \$90,930.00 |
| R-006-21 | Asian American Expo | Moon Festival 2021 | Cultural Festival (CULTU) | Huntington Beach Building (#12), Los Alamitos Building (#14), OC Promenade (Span), Parking Lot I | 09/08/21-09/13/21 | \$84,024.00 |
| R-104-20 | Orange County Supervisor Michelle Steel | Orange County Supervisor Michelle Steel/Saddleback Church Food Drive | Fundraiser (FUNR) | Parking Lot B, Parking Lot C | 07/30/20-07/31/20 | \$6,888.00 |
| R-106-20 | Hoag Hospital Foundation | Hoag Summer Fest | Fundraiser (FUNR) | Parking Lot I | 09/29/20-10/01/20 | \$17,257.75 |
| R-107-20 | Stardust Entertainment Group LLC | Urban Legends Halloween Haunt | Other (OTH) | Parking Lot A, Parking Lot H | 09/16/20-11/06/20 | \$78,588.50 |
| R-109-20 | Rk Diversified Entertainment, INC | AutoSonic Concerts | Concert | Parking Lot I | 09/24/20-09/28/20 | 26,162.00 |

FORM F-31

AGREEMENT NO. **R-004-21**

REVIEWED _____

DATE **August 20, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

March 15, 2021 - March 22, 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:

Adventure Expo

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

\$150,930.00

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.

Lodestone Events, LLC
819 East 64th Street, Suite 101
Indianapolis, IN 46220

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

By _____ Date: _____ By _____ Date: _____
Title: Mike Moore, Vice President Logistics/Finance Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Adventure Expo **Contract No:** R-004-21
Contact Person: Mike Moore **Phone:** (317) 716-2684
Event Date: 03/20/2021 - 03/21/2021 **Hours:** Saturday: 9:00 AM - 7:00 PM
Sunday: 9:00 AM - 4:00 PM

Admission Price: Advance Sale Adult: \$15.00 Adult: \$20.00 Military: \$15.00
2 Day Pass: \$30.00 3 Day Pass: \$45.00 Coupon: \$15.00
Children (12 & Under): Free

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 4,000

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|---|--------------------------------|-----------------|---------------|
| Monday | | | |
| Campground | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Costa Mesa Building (#10) | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Festival Field Asphalt | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Huntington Beach Building (#12) | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Main Mall | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Park Plaza | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Plaza Pacifica | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Santa Ana Pavilion (Parade of Products) | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| The Hangar | 03/15/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Tuesday | | | |
| Campground | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Costa Mesa Building (#10) | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Festival Field Asphalt | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Huntington Beach Building (#12) | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Main Mall | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Park Plaza | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Plaza Pacifica | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Santa Ana Pavilion (Parade of Products) | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| The Hangar | 03/16/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Wednesday | | | |
| Campground | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Costa Mesa Building (#10) | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Festival Field Asphalt | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Huntington Beach Building (#12) | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Main Mall | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Park Plaza | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Plaza Pacifica | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Santa Ana Pavilion (Parade of Products) | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| The Hangar | 03/17/2021 06:00 AM - 11:00 PM | Move In | No Charge |
| Thursday | | | |
| Campground | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge |
| Costa Mesa Building (#10) | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge |
| Festival Field Asphalt | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge |
| Huntington Beach Building (#12) | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge |
| Main Mall | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge |
| Park Plaza | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge |

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------|----------|-----------|--|
| Plaza Pacifica | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Santa Ana Pavilion (Parade of Products) | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| The Hangar | 03/18/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Friday | | | | |
| Campground | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Costa Mesa Building (#10) | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Festival Field Asphalt | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Huntington Beach Building (#12) | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Main Mall | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Park Plaza | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Plaza Pacifica | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Santa Ana Pavilion (Parade of Products) | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| The Hangar | 03/19/2021 09:00 AM - 07:00 PM | Move In | No Charge | |
| Saturday | | | | |
| Campground | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Costa Mesa Building (#10) | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Festival Field Asphalt | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Huntington Beach Building (#12) | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Main Mall | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Park Plaza | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Plaza Pacifica | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Santa Ana Pavilion (Parade of Products) | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| The Hangar | 03/20/2021 09:00 AM - 07:00 PM | Event | No Charge | |
| Sunday | | | | |
| Campground | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Costa Mesa Building (#10) | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Festival Field Asphalt | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Huntington Beach Building (#12) | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Main Mall | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Park Plaza | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Plaza Pacifica | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Santa Ana Pavilion (Parade of Products) | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| The Hangar | 03/21/2021 09:00 AM - 04:00 PM | Event | No Charge | |
| Monday | | | | |
| Campground | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Costa Mesa Building (#10) | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Festival Field Asphalt | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Huntington Beach Building (#12) | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Main Mall | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Park Plaza | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Plaza Pacifica | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| Santa Ana Pavilion (Parade of Products) | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |
| The Hangar | 03/22/2021 06:00 AM - 11:00 PM | Move Out | No Charge | |

Move out must be completed by 11:00 PM Monday - March 22, 2021 to avoid additional charges.

Total: 60,000.00

***Facility Rental Fee for Four Wheel Adventure Expo will be \$60,000.00 or Twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) whichever is greater.**

EXHIBIT A

Event Information

Estimated Equipment Fees

| Description | Date-Time | Units | Rate | Actual |
|-------------------------------------|-------------------------|-----------|--------------|------------------|
| 10 MB Internet - Hard Line (Gates) | 03/16/2021 - 03/21/2021 | 1.00 DAY | 150.00 DAY | 900.00 |
| 25 MB Internet - Hard Line (Office) | 03/16/2021 - 03/21/2021 | 1.00 DAY | 250.00 DAY | 1,500.00 |
| 20 Amp Drop | Estimate 19 | 19.00 EA | 25.00 EA | 475.00 |
| 30 Amp Drop | TBD | TBD EA | 50.00 EA | TBD |
| 50 Amp Drop | TBD | TBD EA | 70.00 EA | TBD |
| 100 Amp Drop | TBD | TBD EA | 180.00 EA | TBD |
| 200 Amp Drop | TBD | TBD EA | 360.00 EA | TBD |
| 400 Amp Drop | TBD | TBD EA | 720.00 EA | TBD |
| 40 Yard Dumpster | Estimate 3 | 3.00 EA | 199.00 EA | 597.00 |
| A-Frame | Estimate 16 | 16.00 EA | 15.00 EA | 240.00 |
| Barricade (Metal) | Estimate 82 | 82.00 EA | 15.00 EA | 1,230.00 |
| Barricade (Plastic) | Estimate 27 | 27.00 EA | 15.00 EA | 405.00 |
| Bench (Metal) | Estimate 10 | 10.00 EA | 15.00 EA | 150.00 |
| Bleacher (100 Seat Section) | TBD | TBD EA | 250.00 EA | TBD |
| Cable Ramp | TBD | TBD EA | 15.00 EA | TBD |
| Chair (Individual) | TBD | TBD EA | 2.50 EA | TBD |
| Cube Tower | Estimate 2 | 2.00 EA | 100.00 EA | 200.00 |
| Dumpster | TBD | TBD EA | 19.00 EA | TBD |
| Electrical Splitter Box | Estimate 9 | 9.00 EA | 55.00 EA | 495.00 |
| Electrical Usage | Estimate Only | 1.00 EVT | 3,500.00 EVT | 3,500.00 |
| Forklift | Estimate 44 Hours | 44.00 HR | 75.00 HR | 3,300.00 |
| Forklift (40 Yard Dumpster) | Estimate 16 Hours | 16.00 HR | 75.00 HR | 1,200.00 |
| Hang Tag - 2 Day | Estimate 310 | 310.00 EA | 10.00 EA | 3,100.00 |
| Man Lift | Estimate 4 Hours | 4.00 HR | 75.00 HR | 300.00 |
| Marquee Board (4 Consecutive Weeks) | 02/22/2021 - 03/21/2021 | 4.00 WK | Included | Included |
| Overall Public Address System | 03/18/2021 - 03/21/2021 | 1.00 DAY | 250.00 DAY | 1,000.00 |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 EA | TBD |
| Portable Electronic Message Board | 03/18/2021 - 03/21/2021 | 3.00 DAY | 75.00 DAY | 600.00 |
| Pressure Washer | Estimate 8 Hours | 8.00 HR | 75.00 HR | 600.00 |
| Projector (12,000 Lumens) | TBD | TBD EA | 3,000.00 EA | TBD |
| Projector Screen in Hangar | TBD | TBD EA | 300.00 EA | TBD |
| RV Camping (Campground) | TBD | TBD EA | 45.00 EA | TBD |
| Scissor Lift | Estimate 4 Hours | 4.00 HR | 75.00 HR | 300.00 |
| Signage/Banners | TBD | TBD EVT | 0.00 EVT | TBD |
| Stanchion | Estimate 16 | 16.00 EA | 5.00 EA | 80.00 |
| Sweeper (In-House) | Estimate 10 Hours | 10.00 HR | 75.00 HR | 750.00 |
| Ticket Booth (Double Window) | Estimate 4 | 4.00 EA | 100.00 EA | 400.00 |
| Tonnage Weight (40 Yard Dumpster) | Estimate 10 | 10.00 EVT | 75.00 EVT | 750.00 |
| Traffic Cone | Estimate 200 | 200.00 EA | 1.00 EA | 200.00 |
| Trussing Unit | Estimate 2 | 2.00 EA | 100.00 EA | 200.00 |
| Umbrella w/ Stand | TBD | TBD EA | 15.00 EA | TBD |
| Water Truck (Includes Water) | TBD | TBD EA | 80.00 EA | TBD |
| Wind Master (Small) | Estimate 9 | 9.00 EA | 15.00 EA | 135.00 |
| Wireless Internet Router | TBD | TBD EA | 75.00 EA | TBD |
| Yellow Bollard | Estimate 4 | 4.00 EA | 15.00 EA | 60.00 |
| Total: | | | | 22,667.00 |

Reimbursable Personnel Fees

| Description | Date-Time | Units | Rate | Actual |
|--|------------------|---------|----------|----------|
| <u>Admissions/Parking Sales</u> | | | | |
| Ticket Auditor | Estimate 8 Hours | 8.00 HR | 25.00 HR | 1,600.00 |

EXHIBIT A

Event Information

Event Operations

Set Up

| | | | | | | |
|----------------------|-------------------|-------|----|-------|----|----------|
| Grounds Attendant | Estimate 50 Hours | 50.00 | HR | 25.00 | HR | 1,250.00 |
| Janitorial Attendant | Estimate 56 Hours | 56.00 | HR | 25.00 | HR | 1,400.00 |
| Electrician | Estimate 16 Hours | 16.00 | HR | 62.50 | HR | 1,000.00 |
| Plumber | Estimate 16 Hours | 16.00 | HR | 62.50 | HR | 1,000.00 |

Event Day

| | | | | | | |
|---------------------------|------------------------------|-------|----|-------|----|----------|
| Grounds Attendant Lead | 03/20/2021 07:30AM - 08:00PM | 1.00 | EA | 30.00 | HR | 375.00 |
| Grounds Attendant | 03/20/2021 07:30AM - 08:00PM | 7.00 | EA | 25.00 | HR | 2,187.50 |
| Janitorial Attendant Lead | 03/20/2021 07:30AM - 09:00PM | 1.00 | EA | 30.00 | HR | 405.00 |
| Janitorial Attendant | 03/20/2021 07:30AM - 09:00PM | 14.00 | EA | 25.00 | HR | 4,725.00 |
| Electrician | 03/20/2021 07:30AM - 07:00PM | 1.00 | EA | 62.50 | HR | 718.75 |
| Plumber | 03/20/2021 07:30AM - 07:00PM | 1.00 | EA | 62.50 | HR | 718.75 |

| | | | | | | |
|---------------------------|------------------------------|-------|----|-------|----|----------|
| Grounds Attendant Lead | 03/21/2021 07:30AM - 05:00PM | 1.00 | EA | 30.00 | HR | 285.00 |
| Grounds Attendant | 03/21/2021 07:30AM - 05:00PM | 7.00 | EA | 25.00 | HR | 1,662.50 |
| Janitorial Attendant Lead | 03/21/2021 07:30AM - 04:00PM | 1.00 | EA | 30.00 | HR | 255.00 |
| Janitorial Attendant | 03/21/2021 07:30AM - 04:00PM | 14.00 | EA | 25.00 | HR | 2,975.00 |
| Electrician | 03/21/2021 07:30AM - 04:00PM | 1.00 | EA | 62.50 | HR | 531.25 |
| Plumber | 03/21/2021 07:30AM - 04:00PM | 1.00 | EA | 62.50 | HR | 531.25 |

Clean Up

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|----------|
| Grounds Attendant Lead | Estimate 16 Hours | 16.00 | HR | 30.00 | HR | 480.00 |
| Grounds Attendant | Estimate 50 Hours | 50.00 | HR | 25.00 | HR | 1,250.00 |
| Janitorial Attendant | Estimate 40 Hours | 40.00 | HR | 25.00 | HR | 1,000.00 |
| Electrician | Estimate 16 Hours | 16.00 | HR | 62.50 | HR | 1,000.00 |
| Plumber | Estimate 8 Hours | 8.00 | HR | 62.50 | HR | 500.00 |

Event Sales & Services

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Event Coordinator | 03/20/2021 07:30AM - 08:00PM | 1.00 | EA | 50.00 | HR | 625.00 |
| Event Coordinator | 03/21/2021 07:30AM - 05:00PM | 1.00 | EA | 50.00 | HR | 475.00 |

Insurance

| | | | | | | |
|--------------------------|-----|-----|----|-----|-----|-----|
| S.E.L.I. Group Insurance | TBD | TBD | EA | TBD | DAY | TBD |
|--------------------------|-----|-----|----|-----|-----|-----|

Parking

| | | | | | | |
|------------------------|------------------------------|------|----|-------|----|----------|
| Parking Attendant Lead | 03/18/2021 12:00AM - 09:00PM | 1.00 | EA | 30.00 | HR | 630.00 |
| Parking Attendant | 03/18/2021 12:00AM - 09:00PM | 3.00 | EA | 25.00 | HR | 1,575.00 |

| | | | | | | |
|------------------------|------------------------------|------|----|-------|----|----------|
| Parking Attendant Lead | 03/19/2021 12:00AM - 09:00PM | 1.00 | EA | 30.00 | HR | 630.00 |
| Parking Attendant | 03/19/2021 12:00AM - 09:00PM | 3.00 | EA | 25.00 | HR | 1,575.00 |

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Parking Attendant | 03/21/2021 04:00PM - 06:00PM | 4.00 | EA | 25.00 | HR | 200.00 |
|-------------------|------------------------------|------|----|-------|----|--------|

Safety & Security

| | | | | | | |
|--------------------------------|------------------------------|------|----|-------|----|----------|
| Security Attendant | 03/18/2021 07:00AM - 09:00PM | 4.00 | EA | 25.00 | HR | 1,400.00 |
| Security Attendant - Overnight | 03/18/2021 09:00PM - 09:00AM | 2.00 | EA | 25.00 | HR | 600.00 |

EXHIBIT A

| Event Information | | | | | | | |
|--------------------------------------|--|-------|----|----------|-----|---------------|------------------|
| Security Attendant | 03/19/2021 07:00AM - 09:00PM | 6.00 | EA | 25.00 | HR | 2,100.00 | |
| Security Attendant - Overnight | 03/19/2021 09:00PM - 07:00AM | 3.00 | EA | 25.00 | HR | 750.00 | |
| Security Attendant Lead | 03/20/2021 07:00AM - 08:00PM | 1.00 | EA | 30.00 | HR | 390.00 | |
| Security Attendant | 03/20/2021 07:00AM - 08:00PM | 20.00 | EA | 25.00 | HR | 6,500.00 | |
| Security Attendant - Overnight | 03/20/2021 08:00PM - 07:00AM | 3.00 | EA | 25.00 | HR | 825.00 | |
| Security Attendant Lead | 03/21/2021 07:00AM - 07:00PM | 1.00 | EA | 30.00 | HR | 360.00 | |
| Security Attendant | 03/21/2021 07:00AM - 07:00PM | 20.00 | EA | 25.00 | HR | 6,000.00 | |
| <u>Technology</u> | | | | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 | |
| Technology Attendant | TBD | TBD | EA | 50.00 | HR | TBD | |
| <u>Outside Services</u> | | | | | | | |
| Orange County Sheriff Services | 03/20/2021 Estimate Only | 1.00 | EA | 2,000.00 | EVT | 2,000.00 | |
| Orange County Sheriff Services | 03/21/2021 Estimate Only | 1.00 | EA | 2,000.00 | EVT | 2,000.00 | |
| Sound Engineer | Estimate Only | 1.00 | EA | 750.00 | DAY | 750.00 | |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 6.00 | HR | 263.00 | HR | 1,578.00 | |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 1,350.00 | EVT | 1,350.00 | |
| | | | | | | Total: | 58,263.00 |

Summary

| | |
|--|-------------|
| Facility Rental Total | \$60,000.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$80,930.00 |
| Refundable Deposit | \$10,000.00 |
| Grand Total: \$150,930.00 | |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------------|
| First Payment | Upon Signing | \$10,000.00 |
| Second Payment | 08/14/2020 | \$46,976.50 |
| Third Payment | 11/16/2020 | \$46,976.50 |
| Fourth Payment | 02/15/2021 | \$46,977.00 |
| Total: | | \$150,930.00 |

Please Remit Payment in *Check Only*

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

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

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.

EXHIBIT A

Event Information

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

Spectra will increase the price of beer by \$1.00. Lodestone Events, LLC will receive a \$1.00 rebate per unit of beer sold, less CA Sales Tax.

PEPSI BEVERAGES

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED ___ CD 7.23

APPROVED ___ J.O 7/23 _

AGREEMENT NO. **R-006-21**

DATE **July 24, 2020**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 8 - 13, 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:

Moon Festival 2021

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

\$ 84,024.00

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

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

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

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

By _____ Date: _____
Title: **Gorden Kao, Director**

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

EXHIBIT A

Event Information

| | | | |
|------------------------|-------------------------|---------------------|--|
| Event Name: | Moon Festival 2021 | Contract No: | R-006-21 |
| Contact Person: | Gorden Kao | Phone: | (626) 215-0988 |
| Event Date: | 09/11/2021 - 09/12/2021 | Hours: | Saturday: 2:00 PM - 11:00 PM Sunday: 12:00 PM - 8:00 PM |

Admission Price: TBD

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 15,000

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|---|-----------------|---------------|
| Wednesday | | | |
| Los Alamitos Building (#14) | 09/08/2021 10:00 AM - 07:00 PM | Move In | 1,562.50 |
| Thursday | | | |
| Huntington Beach Building (#12) | 09/09/2021 10:00 AM - 07:00 PM | Move In | 1,762.50 |
| Los Alamitos Building (#14) | 09/09/2021 10:00 AM - 07:00 PM | Move In | 1,562.50 |
| Friday | | | |
| Huntington Beach Building (#12) | 09/10/2021 10:00 AM - 07:00 PM | Move In | 1,762.50 |
| Los Alamitos Building (#14) | 09/10/2021 10:00 AM - 07:00 PM | Move In | 1,562.50 |
| OC Promenade (Span) | 09/10/2021 10:00 AM - 07:00 PM | Move In | 1,212.50 |
| Parking Lot I | 09/10/2021 10:00 AM - 07:00 PM | Move In | 1,025.00 |
| Saturday | | | |
| Huntington Beach Building (#12) | 09/11/2021 02:00 PM - 11:00 PM | Event | 3,525.00 |
| Los Alamitos Building (#14) | 09/11/2021 02:00 PM - 11:00 PM | Event | 3,125.00 |
| OC Promenade (Span) | 09/11/2021 02:00 PM - 11:00 PM | Event | 2,425.00 |
| Parking Lot I | 09/11/2021 02:00 PM - 11:00 PM | Event | 2,050.00 |
| Sunday | | | |
| Huntington Beach Building (#12) | 09/12/2021 12:00 PM - 08:00 PM | Event | 3,525.00 |
| Los Alamitos Building (#14) | 09/12/2021 12:00 PM - 08:00 PM | Event | 3,125.00 |
| OC Promenade (Span) | 09/12/2021 12:00 PM - 08:00 PM | Event | 2,425.00 |
| Parking Lot I | 09/12/2021 12:00 PM - 08:00 PM | Event | 2,050.00 |
| Monday | | | |
| Huntington Beach Building (#12) | 09/12/2021 08:00 PM - 09/13/2021 02:00 AM | Move Out | No Charge |
| Los Alamitos Building (#14) | 09/12/2021 08:00 PM - 09/13/2021 02:00 AM | Move Out | No Charge |
| OC Promenade (Span) | 09/12/2021 08:00 PM - 09/13/2021 02:00 AM | Move Out | No Charge |
| Parking Lot I | 09/12/2021 08:00 PM - 09/13/2021 02:00 AM | Move Out | No Charge |

Total: 32,700.00

Move out must be completed by 2:00 AM Monday - September 13, 2021 to avoid additional charges.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------|-------------------------|--------------|-------------|---------------|
| 10 MB Internet - Hard Line | 09/11/2021 - 09/12/2021 | TBD DAY | 150.00 DAY | TBD |
| 100 MB Internet - Hard Line | 09/11/2021 - 09/12/2021 | TBD DAY | 850.00 DAY | TBD |
| 20 Amp Drop | TBD | TBD EA | 25.00 EA | TBD |
| 50 Amp Drop | Estimate 3 | 3.00 EA | 70.00 EA | 210.00 |
| 40 Yard Dumpster | Estimate 5 | 5.00 EA | 199.00 EA | 995.00 |
| Audio Mixer | TBD | TBD EA | 35.00 EA | TBD |
| Barricade (Plastic) | TBD | TBD EA | 15.00 EA | TBD |
| Cable Ramp | TBD | TBD EA | 15.00 EA | TBD |
| Cube Tower | TBD | TBD EA | 100.00 EA | TBD |
| Dumpster | TBD | TBD EA | 19.00 EA | TBD |

EXHIBIT A

| Event Information | | | | | | |
|--------------------------------------|-------------------------|-------|-----|----------|-----|----------|
| Electrical Splitter Box | Estimate 24 | 24.00 | EA | 55.00 | EA | 1,320.00 |
| Electrical Usage | Estimate Only | 1.00 | EVT | 4,000.00 | EVT | 4,000.00 |
| Forklift | Estimate 10 Hours | 10.00 | HR | 75.00 | HR | 750.00 |
| Forklift (40 Yard Dumpster) | Estimate 12 Hours | 12.00 | HR | 75.00 | HR | 900.00 |
| Gaffers Tape | TBD | TBD | EA | 30.00 | EA | TBD |
| Handwashing Station | TBD | TBD | EA | 100.00 | EA | TBD |
| Hang Tag - 1 Day | TBD | TBD | EA | 5.00 | EA | TBD |
| Hang Tag - 2 Day | TBD | TBD | EA | 10.00 | EA | TBD |
| Man Lift | TBD | TBD | EA | 75.00 | EA | TBD |
| Marquee Board | 08/17/2021 - 09/12/2021 | 1.00 | EA | Included | | Included |
| Picnic Table (Rectangular & Round) | TBD | TBD | EA | 15.00 | EA | TBD |
| Portable Electronic Message Board | 09/11/2021 - 09/12/2021 | 2.00 | EA | 75.00 | EA | 300.00 |
| Public Address System (Per Building) | 09/11/2021 - 09/12/2021 | 1.00 | EA | 75.00 | DAY | 150.00 |
| Signage/Banners | TBD | TBD | EVT | 0.00 | EVT | TBD |
| Stanchion | TBD | TBD | EA | 5.00 | EA | TBD |
| Straw Bale | TBD | TBD | EA | 5.00 | EA | TBD |
| Sweeper (In-House) | Estimate 16 Hours | 16.00 | HR | 75.00 | HR | 1,200.00 |
| Ticket Booth (Double Window) | Estimate 3 | 3.00 | EA | 100.00 | EA | 300.00 |
| Tonnage Weight (40 Yard Dumpster) | | 20.00 | EVT | 75.00 | EVT | 1,500.00 |
| Trussing Unit | TBD | TBD | EA | 100.00 | EA | TBD |
| Water Truck (Includes Water) | TBD | TBD | EA | 80.00 | EA | TBD |
| Wind Master (Small) | TBD | TBD | EA | 15.00 | EA | TBD |
| Wireless Internet Router | TBD | TBD | EA | 75.00 | EVT | TBD |

Total: 11,625.00

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

| Description | Date-Time | Units | | Rate | | Actual |
|---------------------------------|------------------------------|-------|----|-------|----|----------|
| <u>Creative Services</u> | | | | | | |
| Creative Services | TBD | TBD | HR | 45.00 | HR | TBD |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant Lead | Estimate 16 Hours | 16.00 | HR | 30.00 | HR | 480.00 |
| Grounds Attendant | Estimate 32 Hours | 32.00 | HR | 25.00 | HR | 800.00 |
| Janitorial Attendant | Estimate 24 Hours | 24.00 | HR | 25.00 | HR | 600.00 |
| Electrician | Estimate 8 Hours | 8.00 | HR | 62.50 | HR | 500.00 |
| Plumber | TBD | TBD | HR | 62.50 | HR | TBD |
| Event Day | | | | | | |
| Grounds Attendant Lead | 09/11/2021 12:00PM - 12:00AM | 1.00 | EA | 30.00 | HR | 360.00 |
| Grounds Attendant | 09/11/2021 12:00PM - 12:00AM | 10.00 | EA | 25.00 | HR | 3,000.00 |
| Janitorial Attendant Lead | 09/11/2021 12:00PM - 12:00AM | 1.00 | EA | 30.00 | HR | 360.00 |
| Janitorial Attendant | 09/11/2021 12:00PM - 12:00AM | 10.00 | EA | 25.00 | HR | 3,000.00 |
| Electrician | 09/11/2021 01:00PM - 12:00AM | 1.00 | EA | 62.50 | HR | 687.50 |
| Plumber | TBD | TBD | EA | 62.50 | HR | TBD |
| Grounds Attendant Lead | 09/12/2021 10:00AM - 09:00PM | 1.00 | EA | 30.00 | HR | 330.00 |
| Grounds Attendant | 09/12/2021 10:00AM - 09:00PM | 10.00 | EA | 25.00 | HR | 2,750.00 |
| Janitorial Attendant Lead | 09/12/2021 10:00AM - 09:00PM | 1.00 | EA | 30.00 | HR | 330.00 |
| Janitorial Attendant | 09/12/2021 10:00AM - 09:00PM | 10.00 | EA | 25.00 | HR | 2,750.00 |
| Electrician | 09/12/2021 11:00AM - 08:00PM | 1.00 | EA | 62.50 | HR | 562.50 |
| Plumber | TBD | TBD | EA | 62.50 | HR | TBD |

EXHIBIT A

Event Information

Clean Up

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|--------|
| Grounds Attendant Lead | Estimate 16 Hours | 16.00 | HR | 30.00 | HR | 480.00 |
| Grounds Attendant | Estimate 32 Hours | 32.00 | HR | 25.00 | HR | 800.00 |
| Janitorial Attendant | Estimate 32 Hours | 32.00 | HR | 25.00 | HR | 800.00 |
| Electrician | Estimate 8 Hours | 8.00 | HR | 62.50 | HR | 500.00 |
| Plumber | TBD | TBD | HR | 62.50 | HR | TBD |

Event Sales & Services

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Event Coordinator | 09/11/2021 12:00PM - 12:00AM | 1.00 | EA | 50.00 | HR | 600.00 |
| Event Coordinator | 09/12/2021 10:00AM - 09:00PM | 1.00 | EA | 50.00 | HR | 550.00 |

Parking

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|--------|
| Parking Attendant Lead | Estimate 16 Hours | 16.00 | HR | 30.00 | HR | 480.00 |
| Parking Attendant | Estimate 32 Hours | 32.00 | HR | 25.00 | HR | 800.00 |

Safety & Security

| | | | | | | |
|-------------------------|------------------------------|------|----|-------|----|--------|
| Security Attendant Lead | 09/11/2021 01:30PM - 11:30PM | 1.00 | EA | 30.00 | HR | 300.00 |
| Security Attendant | 09/11/2021 01:30PM - 11:30PM | 1.00 | EA | 25.00 | HR | 250.00 |
| Security Attendant Lead | 09/12/2021 11:30AM - 08:30PM | 1.00 | EA | 30.00 | HR | 270.00 |
| Security Attendant | 09/12/2021 11:30AM - 08:30PM | 1.00 | EA | 25.00 | HR | 225.00 |

Technology

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

Outside Services

| | | | | | | |
|--------------------------------------|--|------|-----|----------|-----|----------|
| Costa Mesa Police Department | TBD | TBD | EA | TBD | EVT | TBD |
| Costa Mesa Police Department | TBD | TBD | EA | TBD | EVT | TBD |
| Emergency Medical Services | 09/11/2021 01:30PM - 11:30PM | 3.00 | EA | 26.00 | HR | 780.00 |
| Emergency Medical Services | 09/12/2021 11:30AM - 08:30PM | 3.00 | EA | 26.00 | HR | 702.00 |
| Orange County Sheriff Services | 09/11/2021 Estimate Only | 1.00 | EA | 3,000.00 | EVT | 3,000.00 |
| Orange County Sheriff Services | 09/12/2021 Estimate Only | 1.00 | EA | 3,000.00 | EVT | 3,000.00 |
| Ride Inspector | TBD | TBD | EVT | TBD | EVT | TBD |
| Sound Engineer | 09/11/2021 | 1.00 | EA | 750.00 | DAY | 750.00 |
| Sound Engineer | 09/12/2021 | 1.00 | EA | 750.00 | DAY | 750.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 4.00 | HR | 263.00 | HR | 1,052.00 |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 2,000.00 | EVT | 2,000.00 |

Total: 34,699.00

Summary

| | |
|--|-------------|
| Facility Rental Total | \$32,700.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$46,324.00 |
| Refundable Deposit | \$5,000.00 |

Grand Total: \$84,024.00

EXHIBIT A

Event Information

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|--------------------|
| First Payment | PAID | \$4,350.00 |
| Second Payment | 09/11/2020 | \$19,918.50 |
| Third Payment | 01/11/2021 | \$19,918.50 |
| Fourth Payment | 04/12/2021 | \$19,918.50 |
| Fifth Payment | 08/11/2021 | \$19,918.50 |
| | Total: | \$84,024.00 |

Please Remit Payment in *Check or Credit Card Only*

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

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

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SECURITY

Security plan must be submitted to OCFEC Safety and Security by **August 24, 2021** for review and approval. **With the exception of the Orange County Sheriffs, no armed security is allowed on site.**

SOUND ORDINANCE

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

All sound checks must take place on Friday - September 10, 2021 while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer no later than Friday - September 3, 2021.

FORM F-31

AGREEMENT NO. **R-104-20**

REVIEWED _____

DATE **July 24, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Supervisor Michelle Steel** 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 30 - July 31, 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:

Orange County Supervisor Michelle Steel/Saddleback Church Food Drive

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

\$ 6,888.00

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.

Orange County Supervisor Michelle Steel
333 West Santa Ana Boulevard
Santa Ana, CA 92701

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

By _____ Date: _____
Title: Beth Holder, Manager
OC Community Events

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

EXHIBIT A

Event Information

Event Name: Orange County Supervisor Michelle Steel/Saddleback Church Food Drive **Contract No:** R-104-20
Contact Person: Tyler Cash **Phone:** (813) 388-0479
Event Date: 07/31/2020 - 07/31/2020 **Hours:** Friday: 8:00 AM - 2:00 PM

Vehicle Parking Fee: No Charge **Projected Attendance:** 2,000

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|-----------------|
| Thursday | | | |
| Parking Lot B | 07/30/2020 08:00 AM - 05:00 PM | Move In | 1,000.00 |
| Parking Lot C | 07/30/2020 08:00 AM - 05:00 PM | Move In | 1,000.00 |
| Friday | | | |
| Parking Lot B | 07/31/2020 08:00 AM - 02:00 PM | Event | 2,000.00 |
| Parking Lot C | 07/31/2020 08:00 AM - 02:00 PM | Event | 2,000.00 |
| Total: | | | 6,000.00 |

Move out must be completed by 11:59 PM Friday - July 31, 2020 to avoid additional charges.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|------------------|--------------|-------------|-----------------|
| 20 Amp Drop | TBD | TBD EA | 25.00 EA | TBD |
| Dumpster | TBD | TBD EA | 19.00 EA | TBD |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Forklift | TBD | TBD EA | 75.00 EA | TBD |
| Man Lift | TBD | TBD EA | 75.00 EA | TBD |
| Sweeper (In-House) | TBD | TBD EA | 75.00 EA | TBD |
| Total: | | | | 6,000.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------------|------------------|--------------|-------------|---------------|
| Event Sales & Services | | | | |
| Event Coordinator | Estimate 8 Hours | 8.00 HR | 48.50 HR | 388.00 |
| Total: | | | | 388.00 |

Summary

| | |
|--|-------------------|
| Facility Rental Total | \$6,000.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$388.00 |
| Refundable Deposit | \$500.00 |
| Grand Total: | \$6,888.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|-------------------|
| First Payment | Upon Signing | \$6,888.00 |
| Total: | | \$6,888.00 |

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

CANNABIS EVENTS

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

FORM F-31

AGREEMENT NO. **R-106-20**

REVIEWED _____

DATE **August 12, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 29, 2020 - October 1, 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:

Hoag Summer Fest

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

\$ 17,257.75

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

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

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

Hoag Hospital Foundation
330 Placentia Avenue, Suite 100
Newport Beach, CA 92663

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

By _____ Date: _____
Title: **Flynn A. Andrizzi, President**
Hoag Hospital Foundation

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|---------------------------|------------------------------|------------------------------|
| Event Name: | Hoag Summer Fest | Contract No: | R-106-20 |
| Contact Person: | Valerie Rosenfeld | Phone: | (949) 764-7309 |
| Event Date: | 09/30/2020 | Hours: | Wednesday: 6:00 PM - 9:30 PM |
| Vehicle Parking Fee: | No Charge (Private Event) | Projected Attendance: | 1,000 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|-----------------|
| Tuesday | | | |
| Parking Lot I | 09/29/2020 06:00 AM - 06:00 PM | Move In | 1,000.00 |
| Wednesday | | | |
| Parking Lot I | 09/30/2020 06:00 PM - 09:30 PM | Event | 2,000.00 |
| Thursday | | | |
| Parking Lot I | 10/01/2020 07:00 AM - 11:59 AM | Move Out | No Charge |
| Total: | | | 3,000.00 |

Move out must be completed by 11:59 PM Thursday - October 1, 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 | 09/30/2020 | 1.00 DAY | 150.00 DAY | 150.00 |
| 25 MB Internet - Hard Line | TBD | TBD DAY | 250.00 DAY | TBD |
| 50 MB Internet - Hard Line | 09/30/2020 | 1.00 DAY | 450.00 DAY | 450.00 |
| 75 MB Internet - Hard Line | TBD | TBD DAY | 650.00 DAY | TBD |
| 100 MB Internet - Hard Line | TBD | TBD DAY | 850.00 DAY | TBD |
| 20 Amp Drop | Estimate 6 | 6.00 EA | 25.00 EA | 150.00 |
| 30 Amp Drop | Estimate 6 | 6.00 EA | 50.00 EA | 300.00 |
| 50 Amp Drop | Estimate 8 | 8.00 EA | 70.00 EA | 560.00 |
| 100 Amp Drop | Estimate 2 | 2.00 EA | 180.00 EA | 360.00 |
| Dumpster | Estimate 6 | 6.00 EA | 19.00 EA | 114.00 |
| Electrical Splitter Box | Estimate 8 | 8.00 EA | 55.00 EA | 440.00 |
| Electrical Usage | Estimate Only | 1.00 EVT | 1,000.00 EVT | 1,000.00 |
| Forklift | Estimate 12 Hours | 12.00 HR | 75.00 HR | 900.00 |
| Handwashing Station | Estimate 5 | 5.00 EA | 100.00 EA | 500.00 |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 EA | TBD |
| Portable Electronic Message Board | 09/30/2020 | 2.00 DAY | 75.00 DAY | 150.00 |
| Sweeper (In-House) | TBD | TBD EA | 75.00 EA | TBD |
| Ticket Booth (Double Window) | TBD | TBD EA | 100.00 EA | TBD |
| Trussing Unit | TBD | TBD EA | 100.00 EA | TBD |
| Wireless Internet Router | Estimate 1 | 1.00 EA | 75.00 EA | 75.00 |
| Total: | | | | 5,149.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|------------------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 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 24 Hours | 24.00 HR | 60.00 HR | 1,440.00 |
| Event Day | | | | |
| Grounds Attendant | 09/30/2020 04:00PM - 10:30PM | 2.00 EA | 24.00 HR | 312.00 |
| Janitorial Attendant | 09/30/2020 04:00PM - 10:30PM | 2.00 EA | 24.00 HR | 312.00 |
| Electrician | 09/30/2020 05:00PM - 10:00PM | 1.00 EA | 60.00 HR | 300.00 |

EXHIBIT A

Event Information

Clean 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 16 Hours | 16.00 | HR | 60.00 | HR | 960.00 |

Event Sales & Services

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Event Coordinator | 09/30/2020 04:00PM - 10:30PM | 1.00 | EA | 48.50 | HR | 315.25 |
|-------------------|------------------------------|------|----|-------|----|--------|

Safety & Security

| | | | | | | |
|--------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant - Overnight | 09/29/2020 06:00PM - 05:00PM | 1.00 | EA | 24.00 | HR | 552.00 |
| Security Attendant Lead | 09/30/2020 05:00PM - 10:00PM | 1.00 | EA | 30.00 | HR | 150.00 |
| Security Attendant | 09/30/2020 05:00PM - 10:00PM | 12.00 | EA | 24.00 | HR | 1,440.00 |
| Security Attendant - Overnight | 09/30/2020 10:00PM - 08:00AM | 1.00 | EA | 24.00 | HR | 240.00 |

Technology

| | | | | | | |
|----------------------|-----|-----|----|-------|----|-----|
| Technology Attendant | TBD | TBD | HR | 48.50 | HR | TBD |
|----------------------|-----|-----|----|-------|----|-----|

Outside Services

| | | | | | | |
|--------------------------------------|--|------|----|--------|-----|--------|
| Emergency Medical Services | 09/30/2020 05:30PM - 10:00PM | 2.00 | EA | 25.00 | HR | 225.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 200.00 | EVT | 200.00 |

Total: 7,608.75

Summary

| | |
|--|-------------|
| Facility Rental Total | \$3,000.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$12,757.75 |
| Refundable Deposit | \$1,500.00 |

Grand Total: \$17,257.75

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|--------------------|
| First Payment | Upon Signing | \$750.00 |
| Second Payment | 09/02/2020 | \$16,507.75 |
| | Total: | \$17,257.75 |

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FOOD & BEVERAGE FEE

Hoag Hospital Foundation agrees to pay \$5.00 per head to Spectra by no later than **Monday - September 21, 2020**. In return Spectra will allow Hoag Hospital Foundation to outsource concessions during the event.

FORM F-31

AGREEMENT NO. **R-107-20**

REVIEWED _____

DATE **August 20, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 16, 2020 - November 06, 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:

Urban Legends Halloween Haunt

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

\$78,588.50

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

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

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

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

("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

Stardust Entertainment Group LLC
5267 Warner Avenue #265
Huntington Beach, CA 92649

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

By _____ Date: _____
Title: **Mark Entner, CEO**

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|-------------------------------|------------------------------|---|
| Event Name: | Urban Legends Halloween Haunt | Contract No: | R-107-20 |
| Contact Person: | Mark Entner | Phone: | (949) 514-9659 |
| Event Date: | 10/01/2020 - 11/01/2020 | Hours: | 10/01/20 - 10/28/20; 11/01/20 : 7:00 PM - 11:00 PM 10/29/20 - 10/31/20: 7:00 PM - 12:00 AM |
| Admission Price: | \$45.00 - \$75.00 per vehicle | | |
| Vehicle Parking Fee: | N/A | Projected Attendance: | 300 - 600 Vehicles/Day |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--|-----------------|------------------|
| Parking Lot A/H* | 09/16/2020 - 09/30/2020 07:00 AM - 11:59 PM | Move In | 9,900.00 |
| Parking Lot A/H* | 10/01/2020 -10/04/2020 07:00 PM - 11:00 PM | Event | 5,280.00 |
| Parking Lot A/H* | 10/07/2020 -10/11/2020 07:00 PM - 11:00 PM | Event | 6,600.00 |
| Parking Lot A/H* | 10/14/2020 -10/18/2020 07:00 PM - 11:00 PM | Event | 6,600.00 |
| Parking Lot A/H* | 10/21/2020 -10/25/2020 07:00 PM - 11:00 PM | Event | 6,600.00 |
| Parking Lot A/H* | 10/28/2020 07:00 PM - 11:00 PM | Event | 1,320.00 |
| Parking Lot A/H* | 10/29/2020 -10/31/2020 07:00 PM - 12:00 AM | Event | 3,960.00 |
| Parking Lot A/H* | 11/01/2020 07:00 PM - 11:00 PM | Event | 1,320.00 |
| Parking Lot A/H* | 10/05/2020 - 10/06/2020; 10/12/2020 - 10/13/2020; 10/19/2020 - 10/20/2020; 10/26/2020 - 10/27/2020 | Dark | 5,280.00 |
| Parking Lot A/H* | 11/02/2020 - 11/04/2020 07:00 AM - 08:00 PM | Move Out | No Charge |
| Parking Lot A/H* | 11/05/2020 - 11/06/2020 07:00 AM - 08:00 PM | Move Out | 1,320.00 |
| Total: | | | 48,180.00 |

Hosting of this event in the above specified Parking Lot A/H space is contingent upon determination that all necessary sound compliance and light pollution prevention relative to OCFEC's surrounding community requirements can be determined to be achievable by appropriate OCFEC personnel. If same is determined as unachievable, OCFEC will make every effort to offer alternate space to Stardust Entertainment Group LLC. If compatible space is not able to be identified or is not available for planned dates of this agreement, OCFEC will advise Stardust Entertainment Group LLC by August 21, 2020, and will return all payments made to OCFEC up to same point in time for the planned 2020 Urban Legends Halloween Haunt event.

*See map included in Exhibit A for event space.

Move out must be completed by 8:00 PM Sunday - November 6, 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 | TBD |
| 25 MB Internet - Hard Line | TBD | TBD DAY | 250.00 DAY | TBD |
| 50 MB Internet - Hard Line | TBD | TBD DAY | 450.00 DAY | TBD |
| 75 MB Internet - Hard Line | TBD | TBD DAY | 260.00 DAY | TBD |
| 100 MB Internet - Hard Line | TBD | TBD DAY | 850.00 DAY | TBD |
| 20 Amp Drop | TBD | TBD EA | 25.00 EA | TBD |
| 30 Amp Drop | TBD | TBD EA | 50.00 EA | TBD |
| 50 Amp Drop | TBD | TBD EA | 70.00 EA | TBD |
| 100 Amp Drop | TBD | TBD EA | 180.00 EA | TBD |
| 200 Amp Drop | TBD | TBD EA | 360.00 EA | TBD |
| Dumpster | TBD | TBD EA | 19.00 EA | TBD |
| Electrical Splitter Box | TBD | TBD EA | 0.00 EA | TBD |
| Electrical Usage | Estimate Only | 1.00 EVT | 2,000.00 EVT | 2,000.00 |
| Forklift | TBD | TBD EA | 75.00 EA | TBD |
| Handwashing Station | TBD | TBD EA | 100.00 EA | TBD |
| Hang Tags | 10/01/2020 - 11/01/2020 | 50.00 EA | 3,000.00 EVT | 3,000.00 |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 EA | TBD |
| Portable Electronic Message Board (Flat) | 10/01/2020 - 11/01/2020 | 1.00 EA | 2,400.00 EVT | 2,400.00 |
| Sweeper (In-House) | TBD | TBD EA | 75.00 EA | TBD |
| Ticket Booth (Double Window) | TBD | TBD EA | 100.00 EA | TBD |

EXHIBIT A

Event Information

| | | | | | |
|--------------------------|-----|--------|--------|----|-----------------|
| Trussing Unit | TBD | TBD EA | 100.00 | EA | TBD |
| Wireless Internet Router | TBD | TBD EA | 75.00 | EA | TBD |
| Total: | | | | | 7,400.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> | |
|--|--|--------------|-------------|---------------|------------------|
| <u>Event Sales & Services</u> | | | | | |
| Event Coordinator | 10/01/2020 - 10/04/2020 06:00PM - 12:00AM | 1.00 EA | 48.50 HR | 1,164.00 | |
| Event Coordinator | 10/07/2020 - 10/11/2020 06:00PM - 12:00AM | 1.00 EA | 48.50 HR | 1,455.00 | |
| Event Coordinator | 10/14/2020 - 10/18/2020 06:00PM - 12:00AM | 1.00 EA | 48.50 HR | 1,455.00 | |
| Event Coordinator | 10/21/2020 - 10/25/2020 06:00PM - 12:00AM | 1.00 EA | 48.50 HR | 1,455.00 | |
| Event Coordinator | 10/28/2020 06:00PM - 12:00AM | 1.00 EA | 48.50 HR | 291.00 | |
| Event Coordinator | 10/29/2020 - 10/31/2020 06:00PM - 01:00AM | 1.00 EA | 48.50 HR | 1,018.50 | |
| Event Coordinator | 11/01/2020 06:00PM - 12:00AM | 1.00 EA | 48.50 HR | 291.00 | |
| <u>Parking</u> | | | | | |
| Parking Attendant Lead | Estimate 10 Hours | 10.00 HR | 30.00 HR | 300.00 | |
| Parking Attendant | 10/01/2020 - 10/04/2020 06:00PM - 11:30PM | 1.00 EA | 24.00 HR | 528.00 | |
| Parking Attendant | 10/07/2020 - 10/11/2020 06:00PM - 11:30PM | 1.00 EA | 24.00 HR | 660.00 | |
| Parking Attendant | 10/14/2020 - 10/18/2020 06:00PM - 11:30PM | 1.00 EA | 24.00 HR | 660.00 | |
| Parking Attendant | 10/21/2020 - 10/25/2020 06:00PM - 11:30PM | 1.00 EA | 24.00 HR | 660.00 | |
| Parking Attendant | 10/28/2020 06:00PM - 11:30PM | 1.00 EA | 24.00 HR | 132.00 | |
| Parking Attendant | 10/29/2020 - 10/31/2020 06:00PM - 12:30AM | 1.00 EA | 24.00 HR | 468.00 | |
| Parking Attendant | 11/01/2020 06:00PM - 11:30PM | 1.00 EA | 24.00 HR | 132.00 | |
| <u>Safety & Security</u> | | | | | |
| Security Attendant Lead | 10/01/2020 - 10/04/2020 06:00PM - 11:30PM | 1.00 EA | 30.00 HR | 660.00 | |
| Security Attendant Lead | 10/07/2020 - 10/11/2020 06:00PM - 11:30PM | 1.00 EA | 30.00 HR | 825.00 | |
| Security Attendant Lead | 10/14/2020 - 10/18/2020 06:00PM - 11:30PM | 1.00 EA | 30.00 HR | 825.00 | |
| Security Attendant Lead | 10/21/2020 - 10/25/2020 06:00PM - 11:30PM | 1.00 EA | 30.00 HR | 825.00 | |
| Security Attendant Lead | 10/28/2020 06:00PM - 11:30PM | 1.00 EA | 30.00 HR | 165.00 | |
| Security Attendant Lead | 10/29/2020 - 10/31/2020 06:00PM - 12:30AM | 1.00 EA | 30.00 HR | 585.00 | |
| Security Attendant Lead | 11/01/2020 06:00PM - 11:30PM | 1.00 EA | 30.00 HR | 165.00 | |
| <u>Technology</u> | | | | | |
| Technology Attendant | TBD | TBD HR | 48.50 HR | TBD | |
| <u>Outside Services</u> | | | | | |
| Emergency Medical Services | TBD | TBD EA | 25.00 HR | TBD | |
| Sound Engineer | TBD | TBD EA | 750.00 DAY | TBD | |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 3.00 HR | 263.00 HR | 789.00 | |
| Trash Collection & Sweeping Services | TBD | TBD EA | TBD EVT | TBD | |
| Total: | | | | | 15,508.50 |

Summary

| | |
|--|--------------------|
| Facility Rental Total | \$48,180.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$22,908.50 |
| Refundable Deposit | \$7,500.00 |
| Grand Total: | |
| | \$78,588.50 |

EXHIBIT A

Event Information

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|--------------------|
| First Payment | Upon Signing | \$12,045.00 |
| Second Payment | 08/21/2020 | \$33,271.75 |
| Third Payment | 09/01/2020 | \$33,271.75 |
| | Total: | \$78,588.50 |

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

ADDITIONAL INSURANCE REQUIREMENT - (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

BANNERS

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

CANOPIES / TENTS

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

DRONES

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.

EXCLUSIVE RIGHTS

OCFEC agrees Stardust Entertainment Group LLC shall have the exclusive rights to the "Urban Legends Halloween Haunt" event in the month of October, 2020 in accordance with OCFEC's booking policies. In addition, Stardust Entertainment Group LLC shall have the first right of refusal to rebook their event (performance permitting) for October, 2021 with submittal of dates and venues to be utilized within sixty (60) days following the end of the initial 2020 event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

RIGGING

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

EXHIBIT A

Event Information

SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **September 4, 2020** for review and approval. Should the outside services security plan submitted by Stardust Entertainment Group LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event Footprint capacity will be determined by State Fire Marshal. Stardust Entertainment Group LLC must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout, Stardust Entertainment Group LLC must execute changes within the specified timeframe.

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc. must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

STARDUST ENTERTAINMENT GROUP LLC AGREES TO:

Stardust Entertainment Group LLC agrees to provide a \$7,500.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the Show which OCFEC will hold in reserve to pay for additional space, equipment and/or services requested by Stardust Entertainment Group LLC during the Show. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$7,500.00 reserve. If the reserve is depleted, Stardust Entertainment Group LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Stardust Entertainment Group LLC agrees to adhere to all OCFEC event, booking and payment policies and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Show and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Stardust Entertainment Group LLC.

Stardust Entertainment Group LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Show or throughout the Show. All event business must be directed to the Event Coordinator.

Stardust Entertainment Group LLC acknowledges that other events are scheduled during the run of its Show and agrees to abide by any reasonable requests made by OCFEC to ensure that the Show does not interfere with the successful operation of another event. As such, Stardust Entertainment Group LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in two-thirds of Parking Lot A/H, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

Stardust Entertainment Group LLC agrees that parking hang tags for staff, vendors, concessionaires and other Show partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Stardust Entertainment Group LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Stardust Entertainment Group LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Stardust Entertainment Group LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to

EXHIBIT A

Event Information

ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in the resulting Rental Agreement. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Stardust Entertainment Group LLC agrees to include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Stardust Entertainment Group LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Stardust Entertainment Group LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Stardust Entertainment Group LLC agrees to obtain all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities and ensure elements of the Show are at all times operating within the parameters set forth by these organizations and all applicable laws.

Stardust Entertainment Group LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Stardust Entertainment Group LLC agrees that all attractions included in the entertainment drive-thru component of the Show will be subject to a full pre-Show inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Stardust Entertainment Group LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Stardust Entertainment Group LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Stardust Entertainment Group LLC.

By _____ Date: _____
Title: **Mark Entner, CEO**

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

FORM F-31

AGREEMENT NO. **R-109-20**

REVIEWED _____

DATE **August 13, 2020**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

September 24, 2020 - September 28, 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:

\$ 26,162.00

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

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

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: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information

| | | | |
|-----------------------------|-------------------------|------------------------------|--|
| Event Name: | AutoSonic Concerts | Contract No: | R-109-20 |
| Contact Person: | Ray Woodbury | Phone: | (909) 821-3157 |
| Event Date: | 09/25/2020 - 09/27/2020 | Hours: | Friday/Saturday: 6:30 PM - 10:00 PM Gate: 5:00 PM Show Time: 6:30 PM & 9:00 PM Sunday: 6:00 PM - 9:30 PM Gate: 4:30 PM Show Time: 6:00 PM & 8:30 PM |
| Admission Price: | \$75.00 - \$150.00 | | |
| Vehicle Parking Fee: | No Charge | Projected Attendance: | 1,000- 1,200 Vehicles/Weekend |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|-----------------|
| Thursday | | | |
| Parking Lot I | 09/24/2020 06:00 AM - 06:00 PM | Move In | No Charge |
| Parking Lot I | 09/24/2020 06:30 PM - 11:00 PM | Move In | 500.00 |
| Friday | | | |
| Parking Lot I | 09/25/2020 06:30 PM - 10:00 PM | Event | 2,000.00 |
| Saturday | | | |
| Parking Lot I | 09/26/2020 06:30 PM - 10:00 PM | Event | 2,000.00 |
| Sunday | | | |
| Parking Lot I | 09/27/2020 06:00 PM - 09:30 PM | Event | 2,000.00 |
| Monday | | | |
| Parking Lot I | 09/28/2020 08:00 AM - 11:59 AM | Move Out | No Charge |
| Total: | | | 6,500.00 |

Hosting of this event in the above specified Parking Lot I space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and to also ensure that all elements of the Show are operating within all parameters set forth by these organizations as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - September 28, 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 | TBD |
| 25 MB Internet - Hard Line | TBD | TBD DAY | 250.00 DAY | TBD |
| 50 MB Internet - Hard Line | TBD | TBD DAY | 450.00 DAY | TBD |
| 75 MB Internet - Hard Line | TBD | TBD DAY | 260.00 DAY | TBD |
| 100 MB Internet - Hard Line | TBD | TBD DAY | 850.00 DAY | TBD |
| 20 Amp Drop | TBD | TBD EA | 25.00 EA | TBD |
| 30 Amp Drop | TBD | TBD EA | 50.00 EA | TBD |
| 50 Amp Drop | Estimate 2 | 2.00 EA | 70.00 EA | 140.00 |
| 100 Amp Drop | Estimate 1 | 1.00 EA | 180.00 EA | 180.00 |
| 200 Amp Drop | Estimate 1 | 1.00 EA | 360.00 EA | 360.00 |
| Barricade (Metal) | TBD | TBD EA | 15.00 EA | TBD |
| Barricade (Plastic) | TBD | TBD EA | 0.00 EA | TBD |
| Cable Ramp | TBD | TBD EA | 15.00 EA | TBD |
| Dumpster | Estimate 6 | 6.00 EA | 19.00 EA | 114.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Electrical Usage | Estimate Only | 1.00 EVT | 2,100.00 EVT | 2,100.00 |
| Forklift | TBD | TBD EA | 75.00 EA | TBD |
| Handwashing Station | Estimate 1 | 1.00 EA | 100.00 EA | Included |

EXHIBIT A

| Event Information | | | | | |
|------------------------------------|-------------------------|----------|----------|-----|-----------------|
| Man Lift | TBD | TBD EA | 75.00 | EA | TBD |
| Marquee Board | 08/31/2020 - 09/27/2020 | 1.00 EA | Included | | Included |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 | EA | TBD |
| Portable Electronic Message Board | 09/25/2020 - 09/27/2020 | 1.00 DAY | 125.00 | DAY | 375.00 |
| Stanchion | Estimate 12 | 12.00 EA | 5.00 | EA | Included |
| Sweeper (In-House) | TBD | TBD EA | 75.00 | EA | TBD |
| Ticket Booth (Double Window) | TBD | TBD EA | 100.00 | EA | TBD |
| Trussing Unit | TBD | TBD EA | 100.00 | EA | TBD |
| Wireless Internet Router | TBD | TBD EA | 75.00 | EA | TBD |
| Total: | | | | | 3,269.00 |

| Reimbursable Personnel Fees | | | | | | |
|--|------------------------------|--------------|-------------|---------------|--|--|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> | | |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant | Estimate 10 Hours | 10.00 HR | 24.00 HR | 240.00 | | |
| Janitorial Attendant | TBD | TBD HR | 24.00 HR | TBD | | |
| Electrician | Estimate 6 Hours | 6.00 HR | 60.00 HR | 360.00 | | |
| Event Day | | | | | | |
| Grounds Attendant | TBD | TBD EA | 24.00 HR | TBD | | |
| Janitorial Attendant | 09/25/2020 04:00PM - 11:00PM | 6.00 EA | 24.00 HR | 1,008.00 | | |
| Electrician | 09/25/2020 06:00PM - 10:30PM | 1.00 EA | 60.00 HR | 270.00 | | |
| Grounds Attendant | Estimate 4 Hours | 4.00 HR | 24.00 HR | 96.00 | | |
| Janitorial Attendant | 09/26/2020 04:00PM - 11:00PM | 6.00 EA | 24.00 HR | 1,008.00 | | |
| Electrician | 09/26/2020 06:00PM - 10:30PM | 1.00 EA | 60.00 HR | 270.00 | | |
| Grounds Attendant | Estimate 4 Hours | 4.00 HR | 24.00 HR | 96.00 | | |
| Janitorial Attendant | 09/27/2020 03:30PM - 10:30PM | 6.00 EA | 24.00 HR | 1,008.00 | | |
| Electrician | 09/27/2020 05:30PM - 10:00PM | 1.00 EA | 60.00 HR | 270.00 | | |
| Clean Up | | | | | | |
| Grounds Attendant | Estimate 10 Hours | 10.00 HR | 24.00 HR | 240.00 | | |
| Janitorial Attendant | TBD | TBD HR | 24.00 HR | TBD | | |
| Electrician | Estimate 4 Hours | 4.00 HR | 60.00 HR | 240.00 | | |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 09/25/2020 04:00PM - 11:00PM | 1.00 EA | 48.50 HR | 339.50 | | |
| Event Coordinator | 09/26/2020 04:00PM - 11:00PM | 1.00 EA | 48.50 HR | 339.50 | | |
| Event Coordinator | 09/27/2020 03:30PM - 10:30PM | 1.00 EA | 48.50 HR | 339.50 | | |
| <u>Safety & Security</u> | | | | | | |
| Security Attendant Lead | 09/25/2020 04:30PM - 10:30PM | 1.00 EA | 30.00 HR | 180.00 | | |
| Security Attendant | 09/25/2020 04:30PM - 10:30PM | 12.00 EA | 24.00 HR | 1,728.00 | | |
| Security Attendant - Overnight | 09/25/2020 10:00PM - 12:00PM | 1.00 EA | 24.00 HR | 336.00 | | |
| Security Attendant Lead | 09/26/2020 04:30PM - 10:30PM | 1.00 EA | 30.00 HR | 180.00 | | |
| Security Attendant | 09/26/2020 04:30PM - 10:30PM | 12.00 EA | 24.00 HR | 1,728.00 | | |
| Security Attendant - Overnight | 09/26/2020 10:00PM - 12:00PM | 1.00 EA | 24.00 HR | 336.00 | | |

EXHIBIT A

| Event Information | | | | | | | |
|--------------------------------|--|-------|----|--------|-----|---------------|------------------|
| Security Attendant Lead | 09/27/2020 04:00PM - 10:00PM | 1.00 | EA | 30.00 | HR | 180.00 | |
| Security Attendant | 09/27/2020 04:00PM - 10:00PM | 12.00 | EA | 24.00 | HR | 1,728.00 | |
| Security Attendant - Overnight | 09/27/2020 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> | | | | | | | |
| Sound Engineer | 09/25/2020 - 09/27/2020 | 1.00 | EA | 750.00 | DAY | 2,250.00 | |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 | |
| | | | | | | Total: | 15,393.00 |

Summary

| | |
|--|--------------------|
| Facility Rental Total | \$6,500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$18,662.00 |
| Refundable Deposit | \$1,000.00 |
| Grand Total: | |
| | \$26,162.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|--------------------|
| First Payment | Upon Signing | \$13,081.00 |
| Second Payment | 09/10/2020 | \$13,081.00 |
| Total: | | \$26,162.00 |

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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.

EXHIBIT V

See Exhibit V for OCFEC COVID-19 infection mitigation protocol and procedure guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

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.