

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

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-010-21	Jurassic Quest - Holdings, LLC	Jurassic Quest	Other (OTH)	Parking Lot A, Parking Lot G, Parking Lot I	02/03/21-02/15/21	129,918.00
R-108-20	Share Our Selves	Share Our Selves "Adopt a Family" Annual Program	Fundraiser (FUNR)	Costa Mesa Building (#10), Courtyard, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	12/14/20-12/17/20	3,736.00
R-117-20	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot D	11/14/20	6,631.00
R-119-20	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot D	12/12/20	\$6,631.00
R-120-20	Cox Communications	Meet the Need Computer Drive	Fundraiser (FUNR)	1/2 Parking Lot B	11/09/20	\$2,635.00
R-122-20	Orange County Employees Association	OCEA/OCFEC Veterans Day Virtual Celebration	Film Shoot (FILS)	Heroes Hall	10/30/20	No Charge
R-121-20	Winter Fun Festivals LLC	Winter Fest OC Presents: Night of Lights	Consumer Show (CON)	Parking Lot A, 1/2 Parking Lot H*	11/12/20-01/08/21*	\$167,527.50 *
R-123-20	Cheval Gourmet LLC	Horse Feed Storage (Corporate Lot)	Other (OTH)	Parking Lot G	11/01/20-01/31/21	\$4,275.00
R-124-20	Seasonal Adventures	Christmas Tree Lot	Other (OTH)	1/2 Parking Lot C	11/23/20-12/20/20	\$24,198.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-023-20 (Amend. #3)	Orange County Healthcare Agency	County of Orange - Covid Testing <i>Amended for extended Covid testing through the end of the year</i>	Other (OTH)	Parking Lot E, Parking Lot F	10/24/20-12/31/20	
R-107-20 (Amend. #5)	Stardust Entertainment Group LLC	Urban Legends Halloween Haunt <i>Amended to add two additional event dates 10/20/2020 & 10/27/2020; additional</i>	Consumer Show (CON)	Parking Lot A, Parking Lot H	10/20/20-10/27/20	\$109,423.50
R-116-20 (Amend. #1)	Flying Miz Daisy	Flying Miz Daisy Outdoor Market <i>Amended for adjusted hours from 9am-4pm to 9am-3pm</i>	Consumer Show (CON)	Parking Lot D	10/24/20	\$6,631.00
R-120-20 (Amend. #1)	Cox Communications	Meet the Need Computer Drive <i>Amended for added equipment and additional parking attendant hours</i>	Fundraiser (FUNR)	1/2 Parking Lot B	11/09/20	\$2,941.00

* Revised information

FORM F-31

AGREEMENT NO. **R-010-21**

REVIEWED _____

DATE **November 12, 2020**

FAIRTIME

APPROVED _____

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 **Jurassic Quest – Holdings, 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

February 3 - 15, 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:

Jurassic Quest

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

\$129,918.00

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 and previously paid amounts should be refunded.

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.

Jurassic Quest - Holdings, LLC
200 River Pointe Drive
Conroe, TX 77304

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

By: _____ Date: _____
Title: Samuel Genung, V.P. of Scheduling

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

EXHIBIT A

Event Information

Event Name:	Jurassic Quest	Contract No:	R-010-21
Contact Person:	Samuel Genung	Phone:	(832) 693-4874
Event Dates:	02/05/2021 - 02/07/2021 02/10/2021 - 02/14/2021	Hours:	02/05/2021: 11:00 AM - 8:00 PM 02/06/2021 - 02/14/2021: 9:00 AM - 8:00 PM
Admission Price:	TBD	*Each show is 45 - 60 mins	
**Last show time slot is between 7PM - 8PM, Gates will close at 8PM			

Vehicle Parking Fee:	No Charge	Projected Attendance:	2,000 Vehicles Per Day
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Parking Lot G	02/03/2021 08:00 AM - 08:00 PM	Move In	1,025.00
Parking Lot I	02/03/2021 08:00 AM - 08:00 PM	Move In	1,025.00
Thursday			
Parking Lot G	02/04/2021 08:00 AM - 08:00 PM	Move In	1,025.00
Parking Lot I	02/04/2021 08:00 AM - 08:00 PM	Move In	1,025.00
Friday			
Parking Lot A	02/05/2021 11:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/05/2021 11:00 AM - 08:00 PM	Event	2,050.00
Parking Lot I	02/05/2021 11:00 AM - 08:00 PM	Event	2,050.00
Saturday			
Parking Lot A	02/06/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/06/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot I	02/06/2021 09:00 AM - 08:00 PM	Event	2,050.00
Sunday			
Parking Lot A	02/07/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/07/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot I	02/07/2021 09:00 AM - 08:00 PM	Event	2,050.00
Monday			
Parking Lot G	02/08/2021 07:00 AM - 11:59 PM	Dark Day	1,025.00
Parking Lot I	02/08/2021 07:00 AM - 11:59 PM	Dark Day	1,025.00
Tuesday			
Parking Lot G	02/09/2021 07:00 AM - 11:59 PM	Dark Day	1,025.00
Parking Lot I	02/09/2021 07:00 AM - 11:59 PM	Dark Day	1,025.00
Wednesday			
Parking Lot A	02/10/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/10/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot I	02/10/2021 09:00 AM - 08:00 PM	Event	2,050.00
Thursday			
Parking Lot A	02/11/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/11/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot I	02/11/2021 09:00 AM - 08:00 PM	Event	2,050.00
Friday			
Parking Lot A	02/12/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/12/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot I	02/12/2021 09:00 AM - 08:00 PM	Event	2,050.00
Saturday			
Parking Lot A	02/13/2021 09:00 AM - 08:00 PM	Event	2,050.00
Parking Lot G	02/13/2021 09:00 AM - 08:00 PM	Event	2,050.00

EXHIBIT A

Event Information				
Parking Lot I	02/13/2021 09:00 AM - 08:00 PM	Event		2,050.00
Sunday				
Parking Lot A	02/14/2021 09:00 AM - 08:00 PM	Event		2,050.00
Parking Lot G	02/14/2021 09:00 AM - 08:00 PM	Event		2,050.00
Parking Lot I	02/14/2021 09:00 AM - 08:00 PM	Event		2,050.00
Monday				
Parking Lot G	02/15/2021 07:00 AM - 11:59 PM	Move Out		1,025.00
Parking Lot I	02/15/2021 07:00 AM - 11:59 PM	Move Out		1,025.00
Total:				59,450.00

Hosting of this event in the above specified Parking Lots A, G & I 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 PM Monday - February 15, 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	TBD	TBD EA	150.00	EA/DAY	TBD
25 MB Internet - Hard Line	TBD	TBD EA	250.00	EA/DAY	TBD
50 MB Internet - Hard Line	TBD	TBD EA	450.00	EA/DAY	TBD
75 MB Internet - Hard Line	TBD	TBD EA	650.00	EA/DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00	EA	TBD
Cable Ramp	TBD	TBD EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00 EA	19.00	EA	190.00
Electrical Splitter Box	Estimate 25	25.00 EA	55.00	EA	1,375.00
Electrical Usage	Estimate Only	1.00 EVT	2,000.00	EVT	2,000.00
Forklift	TBD	TBD HR	75.00	HR	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00	EA	TBD
Man Lift	TBD	TBD HR	75.00	HR	TBD
Marquee Board	12/05/2020 - 02/15/2021	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00	EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00	EA	TBD
Portable Electronic Message Board	02/05/2021- 02/07/2021 & 02/10/2021 - 02/14/2021	2.00 EA	75.00	EA/DAY	1,200.00
Scissor Lift	TBD	TBD HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 16 Hours	16.00 HR	75.00	HR	1,200.00
Water Truck (Includes Water)	Estimate 2 Hours	2.00 HR	75.00	HR	150.00
Wireless Internet Router	TBD	TBD EA	75.00	EVT	TBD
Wireless Microphone	TBD	TBD EA	50.00	EA/DAY	TBD
Total:					6,115.00

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 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Electrician	Estimate 5 Hours	5.00	HR	62.50	HR	312.50

EXHIBIT A

Event Information						
Event Day	Event Hours 11:00 AM - 8:00 PM					
Grounds Attendant	02/05/2021 09:00AM - 09:30PM	1.00	EA	25.00	HR	312.50
Janitorial Attendant	02/05/2021 09:00AM - 09:30PM	2.00	EA	25.00	HR	625.00
Electrician	02/05/2021 10:30AM - 09:00PM	1.00	EA	62.50	HR	656.25
Event Hours 9:00 AM - 8:00 PM						
Grounds Attendant	02/06/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/06/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/06/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Grounds Attendant	02/07/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/07/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/07/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Grounds Attendant	02/10/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/10/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/10/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Grounds Attendant	02/11/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/11/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/11/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Grounds Attendant	02/12/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/12/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/12/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Grounds Attendant	02/13/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/13/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/13/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Grounds Attendant	02/14/2021 07:00AM - 09:30PM	1.00	EA	25.00	HR	362.50
Janitorial Attendant	02/14/2021 07:00AM - 09:30PM	2.00	EA	25.00	HR	725.00
Electrician	02/14/2021 08:30AM - 09:00PM	1.00	EA	62.50	HR	781.25
Clean Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Electrician	Estimate 5 Hours	5.00	HR	62.50	HR	312.50
Event Sales & Services						
Event Coordinator	02/05/2021 09:00AM - 09:30PM	1.00	EA	50.00	HR	625.00
Event Coordinator	02/06/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00
Event Coordinator	02/07/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00
Event Coordinator	02/10/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00
Event Coordinator	02/11/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00
Event Coordinator	02/12/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00
Event Coordinator	02/13/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00
Event Coordinator	02/14/2021 07:00AM - 09:30PM	1.00	EA	50.00	HR	725.00

EXHIBIT A

Event Information

Safety & Security

Set Up

Security Attendant - Overnight	02/03/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant - Overnight	02/04/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00

Event Days

Security Attendant Lead	02/05/2021 10:30AM - 09:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	02/05/2021 10:30AM - 09:30PM	8.00	EA	25.00	HR	2,200.00
Security Attendant - Overnight	02/05/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant Lead	02/06/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/06/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/06/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant Lead	02/07/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/07/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/07/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00

Dark Days

Security Attendant - Overnight	02/08/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant - Overnight	02/09/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00

Event Days

Security Attendant Lead	02/10/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/10/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/10/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant Lead	02/11/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/11/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/11/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant Lead	02/12/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/12/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/12/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant Lead	02/13/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/13/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/13/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00
Security Attendant Lead	02/14/2021 08:30AM - 09:30PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/14/2021 08:30AM - 09:30PM	8.00	EA	25.00	HR	2,600.00
Security Attendant - Overnight	02/14/2021 08:00PM - 08:00AM	2.00	EA	25.00	HR	600.00

Outside Services

Emergency Medical Services	02/05/2021 10:30AM - 09:30PM	2.00	EA	26.00	HR	572.00
Emergency Medical Services	02/06/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00
Emergency Medical Services	02/07/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00
Emergency Medical Services	02/10/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00
Emergency Medical Services	02/11/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00

EXHIBIT A

Event Information						
Emergency Medical Services	02/12/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00
Emergency Medical Services	02/13/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00
Emergency Medical Services	02/14/2021 08:30AM - 09:30PM	2.00	EA	26.00	HR	676.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Total:						59,353.00

Summary

Facility Rental Total	\$59,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$65,468.00
Refundable Deposit	\$5,000.00
Grand Total:	\$129,918.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$14,862.50
Second Payment	12/04/2020	\$57,527.75
Third Payment	01/04/2021	\$57,527.75
Total:		\$129,918.00

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.

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.

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

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.

EXHIBIT A

Event Information

COMPETING EVENTS

Competing events where more than 50% of the event is similar in nature shall not be scheduled within 45 calendar days of Jurassic Quest – Holdings, LLC.

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.

EXHIBIT V

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

MERCHANDISE

Jurassic Quest – Holdings, LLC has the sole right to sell merchandise to its patrons.

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.

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, Jurassic Quest – Holdings LLC must comply with request.**

STATE FIRE MARSHAL

Event Footprint capacity will be determined by State Fire Marshal. Jurassic Quest – Holdings LLC must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout, Jurassic Quest – Holdings 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.

FORM F-31

AGREEMENT NO. **R-108-20**

REVIEWED _____

DATE **November 12, 2020**

FAIRTIME

APPROVED _____

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 **Share Our Selves** 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

December 14, 2020 - December 17, 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:

Share Our Selves "Adopt a Family" Annual Program

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

In-Kind Trade = \$27,025.00

Payment = \$3,736.00

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.

Share Our Selves
1550 Superior Avenue
Costa Mesa, CA 92627

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

By _____ Date: _____
Title: Christy Ward, Chief Executive Officer

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

EXHIBIT A

Event Information

Event Name: Share Our Selves "Adopt a Family" Annual Program **Contract No:** R-108-20
Contact Person: Alina Pineda **Phone:** (949) 524-6603.
Event Date: 12/17/2020 **Hours:** Thursday: 6:00 AM - 5:00 PM
Vehicle Parking Fee: No Charge **Projected Attendance:** 1,000

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Costa Mesa Building (#10)	12/14/2020 06:00 AM - 04:00 PM	Move In	2,225.00*
Courtyard	12/14/2020 06:00 AM - 04:00 PM	Move In	400.00*
Huntington Beach Building (#12)	12/14/2020 06:00 AM - 04:00 PM	Move In	1,725.00*
Santa Ana Pavilion (Parade of Products)	12/14/2020 06:00 AM - 04:00 PM	Move In	1,025.00*
Tuesday			
Costa Mesa Building (#10)	12/15/2020 06:00 AM - 04:00 PM	Move In	2,225.00*
Courtyard	12/15/2020 06:00 AM - 04:00 PM	Move In	400.00*
Huntington Beach Building (#12)	12/15/2020 06:00 AM - 04:00 PM	Move In	1,725.00*
Santa Ana Pavilion (Parade of Products)	12/15/2020 06:00 AM - 04:00 PM	Move In	1,025.00*
Wednesday			
Costa Mesa Building (#10)	12/16/2020 06:00 AM - 04:00 PM	Move In	2,225.00*
Courtyard	12/16/2020 06:00 AM - 04:00 PM	Move In	400.00*
Huntington Beach Building (#12)	12/16/2020 06:00 AM - 04:00 PM	Move In	1,725.00*
Santa Ana Pavilion (Parade of Products)	12/16/2020 06:00 AM - 04:00 PM	Move In	1,025.00*
Thursday			
Costa Mesa Building (#10)	12/17/2020 06:00 AM - 05:00 PM	Event	4,450.00*
Courtyard	12/17/2020 06:00 AM - 05:00 PM	Event	800.00*
Huntington Beach Building (#12)	12/17/2020 06:00 AM - 05:00 PM	Event	3,450.00*
Santa Ana Pavilion (Parade of Products)	12/17/2020 06:00 AM - 05:00 PM	Event	2,050.00*

Hosting of this event in the above specified spaces 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.

*See In-Kind Trade details under Payment Schedule

***In-Kind Trade Facility Rental Total: 26,875.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 28	28.00 EA	19.00 EA	532.00
Electrical Usage	Estimate Only	1.00 EVT	150.00 EVT	150.00
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Forklift	TBD	TBD EA	75.00 EA	TBD
Man Lift	Estimate 2	2.00 EA	75.00 EA	150.00*
Picnic Table (Rectangular & Round)	Estimate 1	1.00 EA	15.00 EA	15.00
Portable Electronic Message Board	12/17/2020 - 12/17/2020	2.00 DAY	75.00 EA	150.00
Public Address System (Per Building)	12/14/2020 - 12/17/2020	1.00 DAY	75.00 DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Share Our Selves Total: 1,372.00

***In-Kind Trade Total: 150.00**

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 2 Hours	2.00 HR	24.00 HR	48.00

EXHIBIT A

Event Information						
Janitorial Attendant	12/15/2020 08:00AM - 10:00AM	2.00	EA	24.00	HR	192.00
Janitorial Attendant	12/16/2020 08:00AM - 10:00PM	2.00	EA	24.00	HR	672.00
Event Day						
Janitorial Attendant	12/17/2020 10:00AM - 02:00PM	2.00	EA	24.00	HR	192.00
Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
<u>Parking</u>						
Parking Attendant	Estimate 6 Hours	6.00	HR	24.00	HR	144.00
Parking Attendant Lead	12/17/2020 07:00AM - 03:00PM	1.00	EA	30.00	HR	240.00
Parking Attendant	12/17/2020 07:00AM - 03:00PM	2.00	EA	24.00	HR	384.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Total: 2,164.00

Summary

OCFEC In-Kind Trade

Facility Rental Total	\$26,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$150.00

In-Kind Trade Grand Total: \$27,025.00

Share Our Selves

Estimated Equipment, Reimbursable Personnel and Services Total	\$3,536.00
Refundable Deposit	\$200.00

Share Our Selves Grand Total: \$3,736.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	10/16/2020	\$3,736.00
Total:		\$3,736.00

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.

OCFEC IN-KIND TRADE

Facility Rental Total
Estimated Equipment, Reimbursable Personnel and Services Total

Grand Total: \$27,025.00

EXHIBIT A

Event Information

In exchange for above outlined **\$27,025.00 In-Kind Trade**, it has been mutually agreed that Share Our Selves will provide trade to OCFEC as follows:

The official event location “OC Fair & Event Center” will be presented in advertising mediums as follows:

1. Sponsorship letters and signup forms (Sent to approximately 5,400 individuals)
2. Email Blast (Two email blasts sent to approximately 4,100 individuals)
3. OCFEC Logo on slider image of Share Our Selves website (From October 31 - December 31, 2020)
4. Thank you emails to all donors who “adopt” and/or donate in-kind items or cash (Sent to approximately 1,000 individuals)
5. Social media inclusion
6. OCFEC Logo on event banner

Share Our Selves will send or fax copies of the mutually agreed upon advertisement prior to publication.

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.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-117-20**

REVIEWED _____

DATE **November 12, 2020**

FAIRTIME

APPROVED _____

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 **Flying Miz Daisy** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

November 14, 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:

Flying Miz Daisy Outdoor Market

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

\$ 6,631.00

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.

Flying Miz Daisy
P.O. Box 6813
Laguna Niguel, CA 92677

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

By: _____ Date: _____
Title: **Charlene Goetz, Promoter**

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

EXHIBIT A

Event Information

Event Name:	Meet the Need Computer Drive	Contract No:	R-120-20
Contact Person:	Charla Batey	Phone:	(949) 354-1787
Event Date:	11/09/2020	Hours:	10:00 AM - 1:00 PM

Vehicle Parking Fee:	No Charge	Projected Attendance:	100
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
1/2 Parking Lot B	11/09/2020 08:00 AM - 10:00 AM	Move In	No Charge
1/2 Parking Lot B	11/09/2020 10:00 AM - 01:00 PM	Event	1,000.00
1/2 Parking Lot B	11/09/2020 01:00 PM - 02:00 PM	Move Out	No Charge
Total:			1,000.00

Hosting of this event in the above specified Parking Lot B 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 PM Monday - November 9, 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	Estimate 1	1.00 EA	19.00 EA	19.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Sweeper (In-House)	TBD	TBD EA	75.00 HR	TBD
Total:				99.00

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 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR	60.00
Event Day				
Grounds Attendant	TBD	TBD EA	24.00 HR	TBD
Janitorial Attendant	11/09/2020 07:30AM - 02:30PM	2.00 EA	24.00 HR	336.00
Electrician	TBD	TBD EA	60.00 HR	TBD
Clean Up				
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR	60.00
<u>Event Sales & Services</u>				
Event Coordinator	Estimate 8 Hours	8.00 HR	48.50 HR	388.00
<u>Parking</u>				
Parking Attendant	TBD	TBD HR	24.00 HR	TBD
<u>Safety & Security</u>				
Security Attendant	11/09/2020 09:30AM - 01:30PM	1.00 EA	24.00 HR	96.00

EXHIBIT A

Event Information

Technology

Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
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Total: 1,036.00

Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,135.00
Refundable Deposit	\$500.00

Grand Total: \$2,635.00

Payment Schedule

Due Date

Amount

First Payment	<i>Upon Signing</i>	\$2,635.00
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Total: \$2,635.00

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.

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.

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

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.

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.

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, Cox Communications must comply with request.

FORM F-31

AGREEMENT NO. **R-119-20**

REVIEWED _____

DATE **November 12, 2020**

FAIRTIME

APPROVED _____

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 **Flying Miz Daisy** 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

December 12, 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:

Flying Miz Daisy Outdoor Market

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

\$ 6,631.00

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.

Flying Miz Daisy
P.O. Box 6813
Laguna Niguel, CA 92677

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

By: _____ Date: _____
Title: **Charlene Goetz, Promoter**

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

EXHIBIT A

Event Information

Event Name:	Flying Miz Daisy Outdoor Market	Contract No:	R-119-20
Contact Person:	Charlene Goetz	Phone:	949-422-0432
Event Date:	12/12/2020	Hours:	Saturday: 9:00 AM - 3:00 PM
Admission Price:	Free		

Vehicle Parking Fee:	\$7.00 General Parking	Projected Attendance:	500
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	12/12/2020 07:00 AM - 09:00 AM	Move In	Included
Parking Lot D	12/12/2020 09:00 AM - 03:00 PM	Event	2,000.00
Parking Lot D	12/12/2020 03:00 PM - 07:00 PM	Move Out	Included
Total:			2,000.00

Hosting of this event in the above specified Parking Lot D 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 PM Saturday - December 12, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD DAY	250.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	19.00 EA	95.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	TBD	TBD EVT	TBD EVT	TBD
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	11/12/2020 - 12/12/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Podium	TBD	TBD EA	25.00 EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00 EA	TBD
Portable Electronic Message Board	12/12/2020	2.00 EA	75.00 DAY	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:			470.00	

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
Electrician	TBD	TBD HR	60.00 HR	TBD

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	12/12/2020 07:00AM - 04:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	12/12/2020 07:00AM - 04:00PM	1.00	EA	24.00	HR	216.00
Janitorial Attendant	12/12/2020 07:00AM - 04:00PM	2.00	EA	24.00	HR	432.00
Electrician	TBD	TBD	EA	60.00	HR	TBD

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	TBD	TBD	HR	60.00	HR	TBD

Event Sales & Services

Event Coordinator	12/12/2020 07:00AM - 04:00PM	1.00	EA	48.50	HR	436.50
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Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
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Safety & Security

Security Attendant	12/12/2020 08:30AM - 03:30PM	2.00	EA	24.00	HR	336.00
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Technology

Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
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Outside Services

Emergency Medical Services	TBD	TBD	EA	25.00	HR	TBD*
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

*Emergency Medical Services may be required by OCFEC if attendance exceeds 1,000.

Total: 2,661.00

Summary

Facility Rental Total	\$2,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,131.00
Refundable Deposit	\$1,500.00

Grand Total: \$6,631.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - 25% of Facility Fee	Upon Signing	\$1,500.00
Second Payment	11/12/2020	\$5,131.00
Total:		\$6,631.00

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****

EXHIBIT A

Event Information

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

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.

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

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.

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.

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, Flying Miz Daisy must comply with request.

FORM F-31

AGREEMENT NO. **R-120-20**

REVIEWED _____

DATE **October 22, 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 **Cox Communications** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

November 9, 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:

Meet the Need Computer Drive

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

\$ 2,635.00

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.

Cox Communications
27121 Towne Center Drive Ste 200
Foothill Ranch, CA 92610

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

By _____ Date: _____
Title: Charla Batey, Communications Specialist

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information

Event Name:	Meet the Need Computer Drive	Contract No:	R-120-20
Contact Person:	Charla Batey	Phone:	(949) 354-1787
Event Date:	11/09/2020	Hours:	10:00 AM - 1:00 PM

Vehicle Parking Fee:	No Charge	Projected Attendance:	100
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
1/2 Parking Lot B	11/09/2020 08:00 AM - 10:00 AM	Move In	No Charge
1/2 Parking Lot B	11/09/2020 10:00 AM - 01:00 PM	Event	1,000.00
1/2 Parking Lot B	11/09/2020 01:00 PM - 02:00 PM	Move Out	No Charge
Total:			1,000.00

Hosting of this event in the above specified Parking Lot B 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 PM Monday - November 9, 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	Estimate 1	1.00 EA	19.00 EA	19.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Sweeper (In-House)	TBD	TBD EA	75.00 HR	TBD
Total:				99.00

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 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR	60.00
Event Day				
Grounds Attendant	TBD	TBD EA	24.00 HR	TBD
Janitorial Attendant	11/09/2020 07:30AM - 02:30PM	2.00 EA	24.00 HR	336.00
Electrician	TBD	TBD EA	60.00 HR	TBD
Clean Up				
Electrician	Estimate 1 Hours	1.00 HR	60.00 HR	60.00
<u>Event Sales & Services</u>				
Event Coordinator	Estimate 8 Hours	8.00 HR	48.50 HR	388.00
<u>Parking</u>				
Parking Attendant	TBD	TBD HR	24.00 HR	TBD
<u>Safety & Security</u>				
Security Attendant	11/09/2020 09:30AM - 01:30PM	1.00 EA	24.00 HR	96.00

EXHIBIT A

Event Information

Technology

Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
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Total: 1,036.00

Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,135.00
Refundable Deposit	\$500.00

Grand Total: \$2,635.00

Payment Schedule

Due Date

Amount

First Payment	<i>Upon Signing</i>	\$2,635.00
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Total: \$2,635.00

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.

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.

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

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.

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.

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, Cox Communications must comply with request.

FORM F-31

AGREEMENT NO. **R-122-20**

REVIEWED _____

DATE **November 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 **Orange County Employees Association** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 30, 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:

OCEA/OCFEC Veterans Day Virtual Celebration

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

\$0.00

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.

Orange County Employees Association
830 North Ross Street
Santa Ana, CA 92701

By _____ Date: _____
Title: Nick Berardino

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

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information			
Event Name:	OCEA/OCFEC Veterans Day Virtual Celebration	Contract No:	R-122-20
Contact Person:	Nick Berardino	Phone:	(714) 328-6716
Event Dates:	10/30/2020	Hours:	1:00 PM - 3:00 PM
Vehicle Parking Fee:	No Parking Fee	Projected Attendance:	10

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Heroes Hall	10/30/2020 01:00 PM - 03:00 PM	Event	No Charge
Total:			No Charge

Hosting of this event in the above specified 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 PM on Friday - October 30, 2020 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Unit</u>	<u>Rate</u>	<u>Actual</u>
*Any requests for equipment, personnel or service requests are subject to additional fees.				
Summary				
Facility Rental Total				No Charge
Estimated Equipment Fees				No Charge
Grand Total:				No Charge

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 V

Renter will refer to Exhibit V for COVID-19 infection mitigation protocols and procedures.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

FORM F-31

AGREEMENT NO. **R-121-20**

REVIEWED _____

DATE **November 11, 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 **Winter Fun Festivals 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

November 12, 2020 - January 8, 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:

Winter Fest OC Presents: Night of Lights

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

\$167,527.50

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.

Winter Fun Festivals 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:	Winter Fest OC Presents: Night of Lights	Contract No:	R-121-20
Contact Person:	Mark Entner	Phone:	(949) 514-9659
Event Date:	12/03/2020 - 01/03/2021	Hours:	Sunday - Thursday: 5:00 PM - 10:00 PM Friday - Saturday: 5:00 PM - 11:00 PM *12/31/2020: 5:00 PM - 12:30 PM
Admission Price:	\$69.00+		
Vehicle Parking Fee:	TBD	Projected Attendance:	240 per hour

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
1/2 Parking Lot A/H*	11/12/2020 - 12/02/2020	Move In	21,000.00
1/2 Parking Lot A/H*	12/03/2020 - 12/05/2020 05:00 PM - 11:00 PM	Event	6,000.00
1/2 Parking Lot A/H*	12/06/2020 - 12/10/2020 05:00 PM - 10:00 PM	Event	10,000.00
1/2 Parking Lot A/H*	12/11/2020 - 12/12/2020 05:00 PM - 11:00 PM	Event	4,000.00
1/2 Parking Lot A/H*	12/13/2020 - 12/17/2020 05:00 PM - 10:00 PM	Event	10,000.00
1/2 Parking Lot A/H*	12/18/2020 - 12/19/2020 05:00 PM - 11:00 PM	Event	4,000.00
1/2 Parking Lot A/H*	12/20/2020 - 12/23/2020 05:00 PM - 10:00 PM	Event	8,000.00
1/2 Parking Lot A/H*	12/24/2020 05:00 PM - 08:00 PM	Dark Day	1,000.00
1/2 Parking Lot A/H*	12/25/2020 - 12/26/2020 05:00 PM - 11:00 PM	Event	4,000.00
1/2 Parking Lot A/H*	12/27/2020 - 12/30/2020 05:00 PM - 10:00 PM	Event	8,000.00
1/2 Parking Lot A (South)	12/30/2020 07:00 AM - 05:00 PM	Move In	500.00
1/2 Parking Lot A (South)	12/31/2020 05:00 PM - 12:30 AM	Event	1,000.00
1/2 Parking Lot A/H*	12/31/2020 05:00 PM - 12:30 AM	Event	2,000.00
1/2 Parking Lot A/H*	01/01/2021 - 01/02/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	01/03/2021 05:00 PM - 10:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	01/04/2021 - 01/08/2021	Move Out	No Charge
Total:			85,650.00

Hosting of this event in the above specified 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.

*See map included in Exhibit A for event space.

Move out from 1/2 Parking Lot A (South) must be completed by 11:59 AM Friday - January 1, 2021 to avoid additional charges.

Move out from 1/2 Parking Lot A/H must be completed by 11:59 PM Friday - January 8, 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	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
100 Amp Drop	Estimate 4	4.00 EA	180.00 EA	720.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 7	7.00 EA	55.00 EA	385.00
Electrical Usage	Estimate Only	1.00 EVT	7,750.00 EVT	7,750.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Hang Tag - 1 Day	Estimate 31	31.00 EA	150.00 EA	4,650.00
Man Lift	TBD	TBD EA	75.00 HR	TBD
Marquee Board	11/12/2020 - 01/03/2021	1.00 EA	Included	Included
Portable Electronic Message Board	12/03/2020 - 01/03/2021	2.00 DAY	3,100.00 FLAT	3,100.00
Scissor Lift	TBD	TBD EA	75.00 HR	TBD
Sweeper (In-House)	TBD	TBD EA	75.00 HR	TBD
Traffic Cone	Estimate 200 (5 Weeks)	200.00 EA	200.00 Week	1,000.00

EXHIBIT A

Event Information						
Water Truck <i>(Includes Water)</i>	TBD	TBD EA		80.00	HR	TBD
Wireless Internet Router	TBD	TBD EA		75.00	EA	TBD
					Total:	18,355.00
Reimbursable Personnel Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	TBD	TBD	HR	24.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	24.00	HR	TBD
Electrician	Estimate 22 Hours	22.00	HR	60.00	HR	1,320.00
Event Day						
Janitorial Attendant	12/03/2020 04:00PM - 11:30PM	2.00	EA	24.00	HR	360.00
Janitorial Attendant	12/04/2020 - 12/05/2020 04:00PM - 12:30AM	2.00	EA	24.00	HR	816.00
Janitorial Attendant	12/06/2020 - 12/10/2020 04:00PM - 11:30PM	2.00	EA	24.00	HR	1,800.00
Janitorial Attendant	12/11/2020 - 12/12/2020 04:00PM - 12:30AM	2.00	EA	24.00	HR	816.00
Janitorial Attendant	12/13/2020 - 12/17/2020 04:00PM - 11:30PM	2.00	EA	24.00	HR	1,800.00
Janitorial Attendant	12/18/2020 -12/19/2020 04:00PM - 12:30AM	2.00	EA	24.00	HR	816.00
Janitorial Attendant	12/20/2020 - 12/23/2020 04:00PM - 11:30PM	2.00	EA	24.00	HR	1,080.00
Janitorial Attendant	12/25/2020 04:00PM - 12:30AM	2.00	EA	48.00	HR *	816.00
Janitorial Attendant	12/26/2020 04:00PM - 12:30AM	2.00	EA	24.00	HR	408.00
Janitorial Attendant	12/27/2020 - 12/30/2020 04:00PM - 11:30PM	2.00	EA	24.00	HR	1,440.00
Janitorial Attendant	12/31/2020 04:00PM - 02:00AM	2.00	EA	36.00	HR *	720.00
Janitorial Attendant	01/01/2021 04:00PM - 12:30AM	2.00	EA	50.00	HR *	850.00
Janitorial Attendant	01/02/2021 04:00PM - 12:30AM	2.00	EA	25.00	HR	425.00
Janitorial Attendant	01/03/2021 04:00PM - 11:30PM	2.00	EA	25.00	HR	375.00
Electrician	12/03/2020 04:30PM - 11:00PM	1.00	EA	60.00	HR	390.00
Electrician	12/04/2020 - 12/05/2020 04:30PM - 12:00AM	1.00	EA	60.00	HR	900.00
Electrician	12/06/2020 - 12/10/2020 04:30PM - 11:00PM	1.00	EA	60.00	HR	1,950.00
Electrician	12/11/2020 -12/12/2020 04:30PM - 12:00AM	1.00	EA	60.00	HR	900.00
Electrician	12/13/2020 - 12/17/2020 04:30PM - 11:00PM	1.00	EA	60.00	HR	1,950.00
Electrician	12/18/2020 - 12/19/2020 04:30PM - 12:00AM	1.00	EA	60.00	HR	900.00
Electrician	12/20/2020 - 12/23/2020 04:30PM - 11:00PM	1.00	EA	60.00	HR	1,560.00
Electrician	12/25/2020 04:30PM - 12:00AM	1.00	EA	120.00	HR *	900.00
Electrician	12/26/2020 04:30PM - 12:00AM	1.00	EA	60.00	HR	450.00
Electrician	12/27/2020 - 12/30/2020 04:30PM - 11:00PM	1.00	EA	60.00	HR	1,560.00
Electrician	12/31/2020 04:30PM - 01:30AM	1.00	EA	90.00	HR *	810.00
Electrician	01/01/2021 04:30PM - 12:00AM	1.00	EA	125.00	HR *	937.50
Electrician	01/02/2021 04:30PM - 12:00AM	1.00	EA	62.50	HR	468.75
Electrician	01/03/2021 04:30PM - 11:00PM	1.00	EA	62.50	HR	406.25
Clean Up						
Grounds Attendant	TBD	TBD	HR	25.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	25.00	HR	TBD
Electrician	Estimate 15 Hours	15.00	HR	62.50	HR	937.50

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	12/03/2020 04:00PM - 11:30PM	1.00	EA	48.50	HR		363.75
Event Coordinator	12/04/2020 - 12/05/2020 04:00PM - 12:30AM	1.00	EA	48.50	HR		824.50
Event Coordinator	12/06/2020 - 12/10/2020 04:00PM - 11:30PM	1.00	EA	48.50	HR		1,818.75
Event Coordinator	12/11/2020 - 12/12/2020 04:00PM - 12:30AM	1.00	EA	48.50	HR		824.50
Event Coordinator	12/13/2020 - 12/17/2020 04:00PM - 11:30PM	1.00	EA	48.50	HR		1,818.75
Event Coordinator	12/18/2020 - 12/19/2020 04:00PM - 12:30AM	1.00	EA	48.50	HR		824.50
Event Coordinator	12/20/2020 - 12/23/2020 04:00PM - 11:30PM	1.00	EA	48.50	HR		1,455.00
Event Coordinator	12/25/2020 04:00PM - 12:30AM	1.00	EA	97.00	HR	*	824.50
Event Coordinator	12/26/2020 04:00PM - 12:30AM	1.00	EA	48.50	HR		412.25
Event Coordinator	12/27/2020 - 12/30/2020 04:00PM - 11:30PM	1.00	EA	48.50	HR		1,455.00
Event Coordinator	12/31/2020 04:00PM - 02:00AM	1.00	EA	72.75	HR	*	727.50
Event Coordinator	01/01/2021 04:00PM - 12:30AM	1.00	EA	100.00	HR	*	850.00
Event Coordinator	01/02/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR		425.00
Event Coordinator	01/03/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR		375.00

Parking

Parking Attendant	12/03/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR		144.00
Parking Attendant	12/04/2020 - 12/05/2020 04:00PM - 11:00PM	1.00	EA	24.00	HR		336.00
Parking Attendant	12/06/2020 - 12/10/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR		720.00
Parking Attendant	12/11/2020 - 12/12/2020 04:00PM - 11:00PM	1.00	EA	24.00	HR		336.00
Parking Attendant	12/13/2020 - 12/17/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR		720.00
Parking Attendant	12/18/2020 - 12/19/2020 04:00PM - 11:00PM	1.00	EA	24.00	HR		336.00
Parking Attendant	12/20/2020 - 12/23/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR		576.00
Parking Attendant	12/25/2020 04:00PM - 11:00PM	1.00	EA	48.00	HR	*	336.00
Parking Attendant	12/26/2020 04:00PM - 11:00PM	1.00	EA	24.00	HR		168.00
Parking Attendant	12/27/2020 - 12/30/2020 04:00PM - 10:00PM	1.00	EA	24.00	HR		576.00
Parking Attendant	12/31/2020 04:00PM - 12:30AM	1.00	EA	36.00	HR	*	306.00
Parking Attendant	01/01/2021 04:00PM - 11:00PM	1.00	EA	50.00	HR	*	350.00
Parking Attendant	01/02/2021 04:00PM - 11:00PM	1.00	EA	25.00	HR		175.00
Parking Attendant	01/03/2021 04:00PM - 10:00PM	1.00	EA	25.00	HR		150.00

Safety & Security

Security Attendant	12/03/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR		210.00
Security Attendant	12/04/2020 - 12/05/2020 04:00PM - 12:00AM	1.00	EA	30.00	HR		480.00
Security Attendant	12/06/2020 - 12/10/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR		1,050.00
Security Attendant	12/11/2020 - 12/12/2020 04:00PM - 12:00AM	1.00	EA	30.00	HR		480.00
Security Attendant	12/13/2020 - 12/17/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR		1,050.00
Security Attendant	12/18/2020 - 12/19/2020 04:00PM - 12:00AM	1.00	EA	30.00	HR		480.00
Security Attendant	12/20/2020 - 12/23/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR		840.00
Security Attendant	12/25/2020 04:00PM - 12:00AM	1.00	EA	60.00	HR	*	480.00
Security Attendant	12/26/2020 04:00PM - 12:00AM	1.00	EA	30.00	HR		240.00
Security Attendant	12/27/2020 - 12/30/2020 04:00PM - 11:00PM	1.00	EA	30.00	HR		840.00
Security Attendant	12/31/2020 04:00PM - 01:30AM	1.00	EA	45.00	HR	*	427.50
Security Attendant	01/01/2021 04:00PM - 12:00AM	1.00	EA	60.00	HR	*	480.00
Security Attendant	01/02/2021 04:00PM - 12:00AM	1.00	EA	30.00	HR		240.00
Security Attendant	01/03/2021 04:00PM - 11:00PM	1.00	EA	30.00	HR		210.00

EXHIBIT A

Event Information

Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Sound Engineer	Estimate Only	3.00	DAY	750.00	DAY	2,250.00

***Holiday Rates** **Total: 58,522.50**

Summary

Facility Rental Total	\$85,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$76,877.50
Refundable Deposit	\$5,000.00

Grand Total: \$167,527.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,000.00
Second Payment	11/18/2020	\$81,263.75
Third Payment	11/25/2020	\$81,263.75

Total: \$167,527.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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 32nd District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") 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.*

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

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.

DISTRICT BRAND PROTECTION

Winter Fun Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Winter Fun Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc. of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

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.

EXHIBIT V

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

EXCLUSIVE RIGHTS

OCFEC agrees Winter Fun Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to put on a winter festival themed event during the month of December, 2020 and January, 2021 in accordance with OCFEC's booking policies.

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.**

EXHIBIT A

Event Information

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.

PERFORMANCE ASSURANCE

Winter Fun Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest 2020 with the OC Fair & Event Center brand. As such, Winter Fun Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest 2020 event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Winter Fun Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Winter Fun Festivals LLC. In connection with this paragraph, the District and Winter Fun Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Winter Fun Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancellation.

PROJECT MILESTONES – NEW OR REFORMATTED EVENTS

Winter Fun Festivals LLC and the District have participated in the Winter Fest 2020 Concept & Design meeting regarding the proposed event. Winter Fun Festivals LLC will provide the District with a Winter Fest 2020 Production Deck setting forth the production and design elements for Winter Fest 2020 ("Production Deck"). Throughout the engagement, Winter Fun Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District who may not unnecessarily delay the review and approval process. Winter Fun Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Winter Fun Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Winter Fun Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest 2020 layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest 2020, Winter Fun Festivals LLC will provide the District a test trial run of Winter Fest 2020. Following such inspection dates, Winter Fun Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Winter Fun Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Winter Fun Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest 2020 Concept & Design meeting between Winter Fun Festivals LLC and the District and in Winter Fest 2020 planning documents.

Should quality and presentation fall short of promised deliverables, Winter Fun Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Winter Fun Festivals LLC.

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 **November 11, 2020** for review and approval. Should the outside services security plan submitted by Winter Fun Festivals 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, Winter Fun Festivals LLC must comply with request.**

STATE FIRE MARSHAL

Event Footprint capacity will be determined by State Fire Marshal. Winter Fun Festivals LLC must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout, Winter Fun Festivals 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.

WINTER FUN FESTIVALS LLC AGREES TO:

Winter Fun Festivals LLC agrees to provide a \$5,000.00 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 Winter Fun Festivals 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 \$5,000.00 reserve. If the reserve is depleted, Winter Fun Festivals 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.

Winter Fun Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein 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 Winter Fun Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Winter Fun Festivals LLC with an alternative location at the fairgrounds for the Winter Fun Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Winter Fun Festivals 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.

Winter Fun Festivals 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, Winter Fun Festivals 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.

EXHIBIT A

Event Information

Winter Fun Festivals 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, Winter Fun Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Winter Fun Festivals 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, Winter Fun Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to 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. Winter Fun Festivals 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.

Winter Fun Festivals 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.

Winter Fun Festivals 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.

Winter Fun Festivals 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.

Winter Fun Festivals 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.

Winter Fun Festivals 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 Winter Fun Festivals 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, Winter Fun Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Winter Fun Festivals LLC.

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

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

FORM F-31

AGREEMENT NO. **R-123-20**

REVIEWED _____

DATE **November 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 **Cheval Gourmet 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

November 1, 2020 – January 31, 2021

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

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:

Horse Feed Storage Location

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

\$4,275.00

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.

Cheval Gourmet
2049 Tustin Avenue, #A
Costa Mesa, CA 92627

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

By _____ Date: _____
Title: Jennifer Hernandez, Owner

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information

Event Name:	Horse Feed Storage Location	Contract No:	R-123-20
Contact Person:	Jennifer Hernandez	Phone:	(949) 204-4021
Event Date:	11/01/2020 - 01/31/2021	Hours:	All Day Storage

Vehicle Parking Fee: No Charge

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday			
Lot G - <i>Corporate Yard</i>	11/01/2020 - 11/30/2020	Event	1,200.00
Lot G - <i>Corporate Yard</i>	12/01/2020 - 12/31/2020	Event	1,200.00
Lot G - <i>Corporate Yard</i>	01/01/2021 - 01/31/2021	Event	1,200.00

Move out must be completed by 11:59 PM on Sunday January 31, 2021 to avoid additional charges.

Total: **3,600.00**

Hosting of this event in the above specified 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.

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	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	TBD	TBD HR	75.00 HR	TBD

Total: **55.00**

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	TBD	TBD HR	24.00 HR	TBD
Electrician	Estimate 2 Hours	2.00 HR	60.00 HR	120.00
<u>Clean Up</u>				
Grounds Attendant	TBD	TBD HR	24.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	24.00 HR	TBD
Electrician	TBD	TBD HR	60.00 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	TBD	TBD EA	48.50 HR	TBD
<u>Parking</u>				
Parking Attendant	TBD	TBD EA	24.00 HR	TBD
<u>Safety & Security</u>				
Security Attendant	TBD	TBD EA	24.00 HR	TBD

Total: **120.00**

Summary

Facility Rental Total	\$3,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$175.00
Refundable Deposit	\$500.00

Grand Total: **\$4,275.00**

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$4,275.00

Total:

\$4,275.00

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.

EXHIBIT V

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

RENEWAL OF LEASE

Upon contract not being renewable, the tenant is given sixty (60) days notice to move off of the property.

FORM F-31

AGREEMENT NO. **R-124-20**

REVIEWED _____

DATE **November 12, 2020**

FAIRTIME

APPROVED _____

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

WITNESSETH:

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

November 23 – December 20, 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:

Christmas Tree Lot

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

\$24,198.00

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.

Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021

By _____ Date: _____
Title: Rob Lambert, Owner

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

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information			
Event Name:	Christmas Tree Lot	Contract No:	R-124-20
Contact Person:	Rob Lambert	Phone:	(503) 930-1900
Event Date:	11/27/2020 - 12/18/2020	Hours:	Monday - Friday: 1:00 PM - 9:00 PM Saturday - Sunday: 9:00 AM - 9:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	No Charge	Projected Attendance:	500
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
1/2 Parking Lot C	11/23/2020 07:00 AM - 11:59 PM	Move In	No Charge
Tuesday			
1/2 Parking Lot C	11/24/2020 07:00 AM - 11:59 PM	Move In	No Charge
Wednesday			
1/2 Parking Lot C	11/25/2020 07:00 AM - 11:59 PM	Move In	No Charge
Thursday			
1/2 Parking Lot C	11/26/2020 07:00 AM - 11:59 PM	Move In	500.00
Friday			
1/2 Parking Lot C	11/27/2020 01:00 PM - 09:00 PM	Event	800.00
Saturday			
1/2 Parking Lot C	11/28/2020 09:00 AM - 09:00 PM	Event	800.00
Sunday			
1/2 Parking Lot C	11/29/2020 09:00 AM - 09:00 PM	Event	800.00
Monday			
1/2 Parking Lot C	11/30/2020 01:00 PM - 09:00 PM	Event	800.00
Tuesday			
1/2 Parking Lot C	12/01/2020 01:00 PM - 09:00 PM	Event	800.00
Wednesday			
1/2 Parking Lot C	12/02/2020 01:00 PM - 09:00 PM	Event	800.00
Thursday			
1/2 Parking Lot C	12/03/2020 01:00 PM - 09:00 PM	Event	800.00
Friday			
1/2 Parking Lot C	12/04/2020 01:00 PM - 09:00 PM	Event	800.00
Saturday			
1/2 Parking Lot C	12/05/2020 09:00 AM - 09:00 PM	Event	800.00
Sunday			
1/2 Parking Lot C	12/06/2020 09:00 AM - 09:00 PM	Event	800.00
Monday			
1/2 Parking Lot C	12/07/2020 01:00 PM - 09:00 PM	Event	800.00
Tuesday			
1/2 Parking Lot C	12/08/2020 01:00 PM - 09:00 PM	Event	800.00
Wednesday			
1/2 Parking Lot C	12/09/2020 01:00 PM - 09:00 PM	Event	800.00

EXHIBIT A

Event Information			
Thursday			
1/2 Parking Lot C	12/10/2020 01:00 PM - 09:00 PM	Event	800.00
Friday			
1/2 Parking Lot C	12/11/2020 01:00 PM - 09:00 PM	Event	800.00
Saturday			
1/2 Parking Lot C	12/12/2020 09:00 AM - 09:00 PM	Event	800.00
Sunday			
1/2 Parking Lot C	12/13/2020 09:00 AM - 09:00 PM	Event	800.00
Monday			
1/2 Parking Lot C	12/14/2020 01:00 PM - 09:00 PM	Event	800.00
Tuesday			
1/2 Parking Lot C	12/15/2020 01:00 PM - 09:00 PM	Event	800.00
Wednesday			
1/2 Parking Lot C	12/16/2020 01:00 PM - 09:00 PM	Event	800.00
Thursday			
1/2 Parking Lot C	12/17/2020 01:00 PM - 09:00 PM	Event	800.00
Friday			
1/2 Parking Lot C	12/18/2020 01:00 PM - 09:00 PM	Event	800.00
Saturday			
1/2 Parking Lot C	12/19/2020 07:00 AM - 11:59 PM	Move Out	No Charge
Sunday			
1/2 Parking Lot C	12/20/2020 07:00 AM - 11:59 PM	Move Out	No Charge
Total:			18,100.00

Hosting of this event in the above specified space, Lot C, 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 PM Sunday - December 20, 2020 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00	EA	70.00
Barricade (Metal)	TBD	TBD EA	15.00	EA	TBD
Cable Ramp	Estimate 5	5.00 EA	15.00	EA	75.00
Dumpster	Estimate 3	3.00 EA	19.00	EA	57.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00	EA	275.00
Electrical Usage	Estimate Only	1.00 EVT	1,000.00	EVT	1,000.00
Forklift	Estimate 3 Hours	3.00 HR	75.00	HR	225.00
Portable Light Pole	Estimate 6	6.00 EA	100.00	EA	600.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00	HR	450.00
Total:			2,752.00		

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 3 Hours	3.00	HR	24.00	HR	72.00
Janitorial Attendant	TBD	TBD	HR	24.00	HR	TBD
Electrician	Estimate 6 Hours	6.00	HR	60.00	HR	360.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	Estimate 8 Hours	8.00	HR	48.50	HR	388.00
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Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.00	HR	263.00	HR	526.00
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Total: 1,346.00

Summary

Facility Rental Total	\$18,100.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$4,098.00
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Refundable Deposit	\$2,000.00
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Grand Total: \$24,198.00

Payment Schedule

Payment Schedule

Due Date

Amount

First Payment - (25% of Facility Fee)

Upon Signing

\$4,525.00

Second Payment

11/16/2020

\$19,673.00

Total: \$24,198.00

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

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
- 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.

EXHIBIT A

Event Information

EXHIBIT V

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

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties for the event. OCFEC will not be responsible for maintenance of port-a-potties.

RENTOR AGREES

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced.

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, Seasonal Adventures must comply with

STATE FIRE MARSHAL

Event Footprint capacity will be determined by State Fire Marshal. Seasonal Adventures must comply with all California State

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.



R_____

A_____

**AMENDMENT TO COUNTY OF ORANGE – COVID TESTING SITE
(OCTOBER - DECEMBER 2020)**

DATE: October 22, 2020

RENTAL AGREEMENT: R-023-20

AMENDMENT #3

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

ADDITION TO EXHIBIT A: EVENT INFORMATION**Event Dates:** 10/24/2020 - 12/31/2020**ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 MB Internet Line	10/24/2020 - 12/31/2020 Estimate 1	1.00 EA	2,400.00 EVT	2,400.00
Forklift (<i>K-Rails & Bollards</i>)	10/24/2020 - 12/31/2020 Estimate 11 Hours	11.00 HR	75.00 HR	Included
Picnic Table	10/24/2020 - 12/31/2020 Estimate 6	6.00 EA	15.00 EA	Included
Stanchion	10/24/2020 - 12/31/2020 Estimate 4	4.00 EA	5.00 EA	Included
Umbrella w/ Stand	10/24/2020 - 12/31/2020 Estimate 6	6.00 EA	5.00 EA	Included
Wireless Internet Router	10/24/2020 - 12/31/2020 Estimate 1	1.00 EA	75.00 EVT	Included
Yellow Bollard	10/24/2020 - 12/31/2020 Estimate 4	4.00 EA	15.00 EA	Included

Total: **\$2,400.00**

Summary

Original Rental Agreement Facility Fee Total	\$0.00
Revised Amendment Facility Fee Total	\$0.00

Amendment #2 Estimated Equipment, Reimbursable Personnel and Services Total	\$6,164.00
Revised Amendment #3 Estimated Equipment, Reimbursable Personnel and Services Total	\$8,564.00

Revised Grand Total: **\$8,564.00**

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Past Due</i>	\$6,164.00
Second Payment	<i>Upon Signing</i>	\$2,400.00

Payment Total: **\$8,564.00***

**Payment of \$8,564.00 is to be submitted upon signing of this Amendment for the COVID Testing taking place August 26 - December 31, 2020 in Parking Lot E and Parking Lot F.*

Please Remit Payment in *Check or Credit Card*****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.*********ALL PAYMENTS ARE NON-REFUNDABLE*****



Orange County Health Care Agency
405 West 5th Street
Santa Ana, CA 92701

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

By _____ Date: _____
Title: Thomas A. Miller, Chief Real Estate Officer

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer



Outside Services

Sound Engineer	Estimate Only	1.00 EA	750.00 DAY	750.00
Total:				2,994.00

Summary

Original Rental Agreement Facility Fee Total	\$48,180.00
Revised Amendment #5 Rental Agreement Facility Fee Total	\$49,500.00
Amendment #3 Estimated Equipment, Reimbursable Personnel and Services Total	\$49,429.50
Revised Amendment #5 Estimated Equipment, Reimbursable Personnel and Services Total	\$52,423.50
Refundable Deposit	\$7,500.00
Original Grand Total:	\$105,109.50
Revised Grand Total:	\$109,423.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$78,588.50
Second Payment	PAID	\$13,430.00
Third Payment	PAID	\$6,931.00
Fourth Payment	PAID	\$3,270.00
Fifth Payment	PAID	\$2,890.00
Sixth Payment	Upon Signing	\$4,314.00

Payment Total: \$109,423.50

Please Remit Payment in *Check or Credit Card*

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

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

**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

REVIEWED _____

DATE **November 12, 2020**

FAIRTIME

APPROVED _____

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 **Flying Miz Daisy** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 24, 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:

Flying Miz Daisy Outdoor Market

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

\$ 6,631.00

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.

Flying Miz Daisy
P.O. Box 6813
Laguna Niguel, CA 92677

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

By: _____ Date: _____
Title: **Charlene Goetz, Promoter**

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

EXHIBIT A

Event Information

Event Name:	Flying Miz Daisy Outdoor Market	Contract No:	R-116-20 REVISED
Contact Person:	Charlene Goetz	Phone:	949-422-0432
Event Date:	10/24/2020	Hours:	Saturday: 9:00 AM - 3:00 PM
Admission Price:	Free		

Vehicle Parking Fee:	\$7.00 General Parking	Projected Attendance:	500
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	10/24/2020 07:00 AM - 09:00 AM	Move In	Included
Parking Lot D	10/24/2020 09:00 AM - 03:00 PM	Event	2,000.00
Parking Lot D	10/24/2020 03:00 PM - 07:00 PM	Move Out	Included
Total:			2,000.00

Hosting of this event in the above specified Parking Lot D 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 PM Saturday - October 24, 2020 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD DAY	250.00 DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	19.00 EA	95.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	TBD	TBD EVT	TBD EVT	TBD
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	09/24/2020 - 10/24/2020	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Podium	TBD	TBD EA	25.00 EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD EA	150.00 EA	TBD
Portable Electronic Message Board	10/24/2020	2.00 EA	75.00 DAY	150.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:			470.00	

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
Electrician	TBD	TBD HR	60.00 HR	TBD

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	10/24/2020 07:00AM - 04:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/24/2020 07:00AM - 04:00PM	1.00	EA	24.00	HR	216.00
Janitorial Attendant	10/24/2020 07:00AM - 04:00PM	2.00	EA	24.00	HR	432.00
Electrician	TBD	TBD	EA	60.00	HR	TBD

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
Electrician	TBD	TBD	HR	60.00	HR	TBD

Event Sales & Services

Event Coordinator	10/24/2020 07:00AM - 04:00PM	1.00	EA	48.50	HR	436.50
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Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	24.00	HR	192.00
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Safety & Security

Security Attendant	10/24/2020 08:30AM - 03:30PM	2.00	EA	24.00	HR	336.00
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Technology

Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
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Outside Services

Emergency Medical Services	TBD	TBD	EA	25.00	HR	TBD*
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

*Emergency Medical Services may be required by OCFEC if attendance exceeds 1,000.

Total: 2,661.00

Summary

Facility Rental Total	\$2,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,131.00
Refundable Deposit	\$1,500.00

Grand Total: \$6,631.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - 25% of Facility Fee	Upon Signing	\$1,500.00
Second Payment	10/16/2020	\$5,131.00
Total:		\$6,631.00

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****

EXHIBIT A

Event Information

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

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.

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

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.

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.

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, Flying Miz Daisy must comply with request.

FORM F-31

AGREEMENT NO. **R-120-20 REVISED**

DATE **October 27, 2020**

REVIEWED _____

FAIRTIME

APPROVED _____

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

WITNESSETH:

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

November 9, 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:

Meet the Need Computer Drive

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

\$ 2,941.00

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.

Cox Communications
27121 Towne Center Drive Ste 200
Foothill Ranch, CA 92610

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

By _____ Date: _____
Title: Charla Batey, Communications Specialist

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information

Event Name:	Meet the Need Computer Drive	Contract No:	R-120-20 REVISED
Contact Person:	Charla Batey	Phone:	(949) 354-1787
Event Date:	11/09/2020	Hours:	10:00 AM - 1:00 PM
Vehicle Parking Fee:	No Charge	Projected Attendance:	100

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
1/2 Parking Lot B	11/09/2020 08:00 AM - 10:00 AM	Move In	No Charge
1/2 Parking Lot B	11/09/2020 10:00 AM - 01:00 PM	Event	1,000.00
1/2 Parking Lot B	11/09/2020 01:00 PM - 02:00 PM	Move Out	No Charge
Total:			1,000.00

Hosting of this event in the above specified Parking Lot B 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 PM Monday - November 9, 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	Estimate 1	1.00 EA	19.00 EA	19.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Folding Table	Estimate 4	4.00 EA	15.00 EA	60.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable PA System (2 <i>Speakers</i>)	11/09/2020	1.00 EA	150.00 EA/DAY	150.00
Sweeper (In-House)	TBD	TBD EA	75.00 HR	TBD
Total:				309.00

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 4 Hours	4.00 HR	24.00 HR	96.00
Electrician	Estimate 1 Hour	1.00 HR	60.00 HR	60.00
Event Day				
Grounds Attendant	TBD	TBD EA	24.00 HR	TBD
Janitorial Attendant	11/09/2020 07:30AM - 02:30PM	2.00 EA	24.00 HR	336.00
Electrician	TBD	TBD EA	60.00 HR	TBD
Clean Up				
Electrician	Estimate 1 Hour	1.00 HR	60.00 HR	60.00
<u>Event Sales & Services</u>				
Event Coordinator	Estimate 8 Hours	8.00 HR	48.50 HR	388.00
<u>Parking</u>				
Parking Attendant	Estimate 4 Hours	4.00 HR	24.00 HR	96.00
<u>Safety & Security</u>				
Security Attendant	11/09/2020 09:30AM - 01:30PM	1.00 EA	24.00 HR	96.00

EXHIBIT A

Event Information

Technology

Technology Attendant	TBD	TBD	HR	48.50	HR	TBD
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Total:	1,132.00
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Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,441.00
Refundable Deposit	\$500.00

Grand Total:	\$2,941.00
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Payment Schedule

Due Date

Amount

First Payment	<i>Upon Signing</i>	\$2,941.00
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Total:	\$2,941.00
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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.

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.

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

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.

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.

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, Cox Communications must comply with request.