

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2021**

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-125-20	Backyard BBQ Village Inc	Backyard BBQ Camping	Camping (RAL)	Parking Lot A	12/05/20-01/12/21	1,999.00
R-011-21	Santa Ana Police Department	Santa Ana Police Department Officer Training	Training (TRA)	See Exhibit A	01/01/21-12/31/21	\$100.00 per day

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-009-21 (Amend.#1)	County of Orange, Executive Office/Real Estate	Health-Related Emergency <i>Amended for COVID testing through March</i>	Other (OTH)	See Exhibit A	01/01/21-03/31/21	3,623.00

FORM F-31

AGREEMENT NO. **R-125-20**

REVIEWED _____

DATE **December 3, 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 **Grand Beverages Corp** 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 5, 2020 - January 12, 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:

Backyard BBQ Camping

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

\$ 1,999.00

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.

Backyard BBQ Village Inc
12127 Mall Boulevard Suite A #463
Las Vegas, NV 92392

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

By: _____ Date: _____
Title: Jose De La Cruz

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property own by Association, and to be entirely responsible for the use of the Premises and such property.

10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.
15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
16. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT A

Event Information				
Event Name:	Backyard BBQ Camping	Contract No:	R-125-20	
Contact Person:	Paulo Mendoza	Phone:	(909) 855-7416	
Event Dates:	12/05/2020 - 01/12/2021	Hours:	12:00 AM - 11:59 PM Daily	

Camping and Parking Fee: *See Facility Rental Fees* Projected Attendance: 12

Facility Rental Fees				
Facility and/or Area Fees	Date-Time	Units	Rate	Actual
Saturday - Tuesday				
Parking Lot A (<i>Employee Bunkhouse/RV</i>)	12/05/2020 12:00 PM - 01/12/2021 12:00 PM (38 <i>Nights</i>)	1.00 EA	45.00 DAY	1,710.00
Check out must be completed by 12:00 Noon on January 12, 2021 to avoid additional charges.				Total: 1,710.00

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 1	1.00 EA	19.00 EA	19.00
Total:				89.00

Summary				
Facility Rental Total				\$1,710.00
Estimated Equipment Total				\$89.00
Refundable Deposit				\$200.00

Grand Total: \$1,999.00

Payment Schedule		
Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$1,999.00

Total: \$1,999.00

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.

Renter Understands and Agrees:

- To house one (1) person per room at all times.
- Restroom facilities without running water, such as portable toilets and vault toilets, are not stocked with hand hygiene products. Renter should to be prepared to bring their own hand sanitizer with at least 60% ethanol or 70% isopropyl alcohol for use in these facilities.
- To be responsible for cleaning, sanitizing and maintaining the portable restrooms and showers units. Restroom facilities should be cleaned regularly using EPA-registered disinfectants throughout the day.
- To frequently clean and disinfect high-touch surfaces such as faucets, toilets, doorknobs, light switches and stair rails.

FORM F-31

AGREEMENT NO. **R-011-21**

REVIEWED _____

DATE **December 16, 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 **Santa Ana Police Department** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 1, 2021 and ending December 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:

Officer Training

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

\$100.00 per day

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

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

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

**Santa Ana Police Department
20 Civic Center Plaza
Santa Ana, CA 92701**

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

By _____ Date: _____

By _____ Date: _____

Title: David Valentin, Chief of Police

Title: Joan Hamill, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property own by Association, and to be entirely responsible for the use of the Premises and such property.

10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.
15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
16. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

Event Name: Santa Ana Police Department Officer Training
Contact Person: Kanan Blake, Traffic Sergeant
Event Dates: 01/01/2021 - 12/31/2021

Contract No: R-011-21
Phone: (714) 245-8209
Hours: 7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Available Parking Lot..... \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2021 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1572 prior to scheduling any training sessions to ensure that the location is available. The Event Sales and Services Department will determine which lots are available at the time for use.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by January 15, 2021.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Security & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.



R_____

A_____

**AMENDMENT TO HEALTH-RELATED EMERGENCY/COUNTY OF ORANGE – COVID TESTING SITE
(JANUARY 1 - MARCH 31, 2021)**

DATE: January 4, 2021

RENTAL AGREEMENT: R-009-21

AMENDMENT #1

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

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	01/01/2021 - 03/31/2021 Estimate 1	1.00 EA	3,600.00 EVT	3,600.00
Forklift (<i>K-Rails & Bollards</i>)	01/01/2021 - 03/31/2021 Estimate 11 Hours	11.00 HR	75.00 HR	Included
Picnic Table	01/01/2021 - 03/31/2021 Estimate 6	6.00 EA	15.00 EA	Included
Stanchion	01/01/2021 - 03/31/2021 Estimate 4	4.00 EA	5.00 EA	Included
Umbrella w/ Stand	01/01/2021 - 03/31/2021 Estimate 6	6.00 EA	5.00 EA	Included
Wireless Internet Router	01/01/2021 - 03/31/2021 Estimate 1	1.00 EA	75.00 EVT	Included
Yellow Bollard	01/01/2021 - 03/31/2021 Estimate 4	4.00 EA	15.00 EA	Included
Total:				3,600.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Clean Up</u>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	Estimate 4 Hours	4.00 HR	62.50 HR	250.00
Plumber	Estimate 2 Hours	2.00 HR	62.50 HR	125.00
Total:				575.00

ADDITION TO EXHIBIT A: 2020 REFUND CREDIT

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Clean Up</u>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	(192.00)
Electrician	Estimate 4 Hours	4.00 HR	60.00 HR	(240.00)
Plumber	Estimate 2 Hours	2.00 HR	60.00 HR	(120.00)
Total:				(552.00)

Summary

Original Rental Agreement Facility Fee Total	\$0.00
Revised Amendment Facility Fee Total	\$0.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Revised Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$3,623.00
Revised Grand Total:	\$3,623.00



Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$3,623.00

Payment Total:

\$3,623.00*

**Payment of \$3,623.00 is to be submitted upon signing of this Amendment for the COVID Testing taking place January 1 - March 31, 2021 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: Michele A. Richards, Chief Executive Officer