

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

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-012-21	Costa Mesa Police Department	Costa Mesa Police Department Officer Training	Training (TRA)	Year Round Rentals	01/01/21-12/31/21	100.00/day
R-013-21	Newport Beach Police Department	Newport Police Department Officer Training	Training (TRA)	Year Round Rentals	01/01/21-12/31/21	100.00/day
R-024-21	EQ Graze+	Horse Feed Storage (Corporate Lot)	Other (OTH)	Parking Lot G	02/01/21-04/30/21	3,600.00
R-026-21	Power of One Foundation	Power of One Foundation	Other (OTH)	Parking Lot C, Parking Lot D	02/19/21-02/20/21	See Exhibit A
R-027-21	Backyard BBQ Village Inc	Backyard BBQ Camping	Camping (RAL)	Parking Lot A	02/04/21-02/15/21	784.00
R-028-21	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Parking Lot I	03/23/21-03/29/21	TBD

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-121-20 (Amend. #2)	Winter Fun Festivals LLC	Winter Fest OC Presents: Night of Lights <i>Amended to extend move out dates</i>	Consumer Show (CON)	Parking Lot A	11/12/20-01/22/21	2,500.00
R-026-21 (Amend. #1)	Power of One Foundation	Power of One Foundation <i>Amended to extend dates - agreement to extend through July</i>	Other (OTH)	See Exhibit A	02/26/21-07/01/21	See Exhibit A

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-026-21**

DATE **February 4, 2021**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 19 - 20, 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:

Power of One Food Bank

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

See Exhibit A

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.

Power of One Foundation
918 North Cleveland Street
Orange, CA 92867

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

By _____ Date: _____
Title: Andre Roberson, President/CEO

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

EXHIBIT A

Event Information

Event Name:	Power of One Food Bank	Contract No:	R-026-21
Contact Person:	Andre Roberson	Phone:	(714) 856-7602
Event Dates:	02/20/2021	Hours:	8:00 AM - 12:00 PM
Vehicle Parking Fee:	No Parking Fee	Projected Attendance:	1,500 Vehicles

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<u>Friday - Saturday</u>			
Parking Lot C & D	02/19/2021 - 02/20/2021	Friday Set Up/Saturday Event	No Charge
Total:			No Charge

Hosting of this event in the above specified space, Parking Lot C and Parking Lot D, 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 also insurance 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 Saturday - February 20, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Unit</u>	<u>Rate</u>	<u>Actual</u>
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	No Charge
Total:				No Charge

Any requests for additional 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.

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

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.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RENTER AGREES

Renter must contact the Event Sales & Services department at least five (5) days in advance, to schedule future events within the rental agreement dates.

OCFEC 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 OCFEC.

To reimburse the 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 each event day.

To notify the OCFEC of any accident that takes place during the event. The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.

FORM F-31

AGREEMENT NO. **R-027-21**

REVIEWED _____

DATE **February 4, 2021**

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

February 4 - 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:

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:

\$784.00

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 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.

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

EXHIBIT A

Event Information			
Event Name:	Backyard BBQ Camping	Contract No:	R-027-21
Contact Person:	Paulo Mendoza	Phone:	(909) 855-7416
Event Dates:	02/04/2021 - 02/15/2021	Hours:	12:00 AM - 11:59 PM Daily

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

Facility Rental Fees				
Facility and/or Area Fees	Date-Time	Units	Rate	Actual
Thursday - Monday				
Parking Lot A (<i>Employee Bunkhouse/RV</i>)	02/04/2021 12:00 PM - 02/15/2021 12:00 PM (11 <i>Nights</i>)	1.00 EA	45.00 DAY	495.00
Check out must be completed by 11:59 AM on February 15, 2021 to avoid additional charges.				Total: 495.00

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		\$495.00
Estimated Equipment Total		\$89.00
Refundable Deposit		\$200.00

Grand Total:		\$784.00
Payment Schedule		
Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$784.00
Total:		\$784.00

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.

RENTER 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.

REVIEWED _____

DATE **February 19, 2021**

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 **B & L Productions, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 24 - 29, 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:

Crossroads of the West Gun Show

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

\$79,264.50

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.

B & L Productions, Inc.
P.O. Box 290
Kaysville, UT 84037

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

By: _____ Date: _____
Title: Tracy Olcott, Promoter

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

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	DRAFT
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Date:	03/26/2021 - 03/28/2021	Hours:	Friday: 12:00 PM - 7:00 PM Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM
Admission Price:	TBD		

Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	5,000 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 I	03/24/2021 06:00 AM - 05:00 PM	Move In	1,025.00
Thursday			
Parking Lot I	03/25/2021 06:00 AM - 05:00 PM	Move In	1,025.00
Friday			
Parking Lot I	03/26/2021 12:00 PM - 07:00 PM	Event	2,050.00
Saturday			
Parking Lot I	03/27/2021 09:00 AM - 05:00 PM	Event	2,050.00
Sunday			
Parking Lot I	03/28/2021 09:00 AM - 04:00 PM	Event	2,050.00
Monday			
Parking Lot I	03/29/2021 06:00 AM - 12:00 PM	Move Out	No Charge
Total:			8,200.00

Hosting of this event in the above specified space, Parking Lot 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 AM Monday - March 29, 2021 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	Estimate 20	20.00 EA	25.00 EA	500.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Dumpster	Estimate 100	100.00 EA	19.00 EA	1,900.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EVT	1,050.00 EVT	1,050.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 3 Day	Estimate 400	400.00 EA	15.00 EA	6,000.00
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	03/01/2021 - 03/28/2021	1.00 EA	Included	Included
Portable Electronic Message Board	03/26/2021 - 03/28/2021	3.00 DAY	75.00 DAY	450.00
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EA	300.00
Total:				13,620.00

EXHIBIT A

Event Information						
Reimbursable Personnel Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
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
Grounds Attendant Lead	03/26/2021 11:00AM - 08:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	03/26/2021 11:00AM - 08:00PM	5.00	EA	25.00	HR	1,125.00
Janitorial Attendant Lead	03/26/2021 11:00AM - 08:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	03/26/2021 11:00AM - 08:00PM	6.00	EA	25.00	HR	1,350.00
Electrician	03/26/2021 11:00AM - 08:00PM	1.00	EA	62.50	HR	562.50
Event Day						
Grounds Attendant Lead	03/27/2021 08:00AM - 06:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	03/27/2021 08:00AM - 06:00PM	5.00	EA	25.00	HR	1,250.00
Janitorial Attendant Lead	03/27/2021 08:00AM - 06:00PM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	03/27/2021 08:00AM - 06:00PM	6.00	EA	25.00	HR	1,500.00
Electrician	03/27/2021 08:00AM - 06:00PM	1.00	EA	62.50	HR	625.00
Grounds Attendant Lead	03/28/2021 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	03/28/2021 08:00AM - 05:00PM	5.00	EA	25.00	HR	1,125.00
Janitorial Attendant Lead	03/28/2021 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	03/28/2021 08:00AM - 05:00PM	6.00	EA	25.00	HR	1,350.00
Electrician	03/28/2021 08:00AM - 05:00PM	1.00	EA	62.50	HR	562.50
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	25.00	HR	1,000.00
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
<u>Event Sales & Services</u>						
Event Coordinator	03/26/2021 11:00AM - 08:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	03/27/2021 08:00AM - 06:00PM	1.00	EA	50.00	HR	500.00
Event Coordinator	03/28/2021 08:00AM - 05:00PM	1.00	EA	50.00	HR	450.00
<u>Parking</u>						
Parking Attendant Lead	03/25/2021 07:00AM - 07:00PM	1.00	EA	30.00	HR	360.00
Parking Attendant	03/25/2021 07:00AM - 07:00PM	4.00	EA	25.00	HR	1,200.00
<u>Safety & Security</u>						
Security Attendant	03/25/2021 08:00AM - 07:00PM	3.00	EA	25.00	HR	825.00
Security Attendant Lead - Overnight	03/25/2021 07:00PM - 07:00AM	1.00	EA	30.00	HR	360.00
Security Attendant - Overnight	03/25/2021 07:00PM - 07:00AM	7.00	EA	25.00	HR	2,100.00

EXHIBIT A

Event Information							
Security Attendant Lead	03/26/2021 11:30AM - 07:30PM	1.00	EA	30.00	HR	240.00	
Security Attendant	03/26/2021 11:30AM - 07:30PM	21.00	EA	25.00	HR	4,200.00	
Security Attendant Lead - Overnight	03/26/2021 07:30PM - 07:00AM	1.00	EA	30.00	HR	345.00	
Security Attendant - Overnight	03/26/2021 07:30PM - 07:00AM	7.00	EA	25.00	HR	2,012.50	
Security Attendant Lead	03/27/2021 08:30AM - 05:30PM	1.00	EA	30.00	HR	270.00	
Security Attendant	03/27/2021 08:30AM - 05:30PM	21.00	EA	25.00	HR	4,725.00	
Security Attendant Lead - Overnight	03/27/2021 05:30PM - 07:00AM	1.00	EA	30.00	HR	405.00	
Security Attendant - Overnight	03/27/2021 05:30PM - 07:00AM	7.00	EA	25.00	HR	2,362.50	
Security Attendant Lead	03/28/2021 08:30AM - 04:30PM	1.00	EA	30.00	HR	240.00	
Security Attendant	03/28/2021 08:30AM - 04:30PM	21.00	EA	25.00	HR	4,200.00	
Outside Services							
Emergency Medical Services	03/26/2021 11:30AM - 07:30PM	2.00	EA	26.00	HR	416.00	
Emergency Medical Services	03/27/2021 08:30AM - 05:30PM	2.00	EA	26.00	HR	468.00	
Emergency Medical Services	03/28/2021 08:30AM - 04:30PM	2.00	EA	26.00	HR	416.00	
Orange County Sheriff Services	Estimate Only	1.00	EA	13,000.00	EVT	13,000.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,510.00	EVT	1,510.00	
Total:						55,944.50	

Summary

Facility Rental Total	\$8,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$69,564.50
Refundable Deposit	\$1,500.00
Grand Total:	\$79,264.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$79,264.50
Total:		\$79,264.50

Please Remit Payment in *Check Only*

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

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

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 permitted 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.) 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.



R__CD 1.20.2021__

A_____

**AMENDMENT TO WINTER FEST OC PRESENTS: NIGHT OF LIGHTS
(NOVEMBER 2020 - JANUARY 2021)**

DATE: January 20, 2021

RENTAL AGREEMENT: R-121-20 REVISED AMENDMENT #1

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday - Friday			
½ Parking Lot A	01/16/2021 - 01/22/2021	Move Out	3,500.00
		Total:	3,500.00

Move out from ½ Parking Lot A must be completed by 11:59 PM Friday - January 22, 2021 to avoid additional charges.

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
½ Parking Lot A (South)	12/30/2020	Move In	(500.00)
Wednesday			
½ Parking Lot A (South)	12/31/2020	Event	(1,000.00)
		Total:	(1,500.00)

Summary

Original Rental Agreement Facility Fee Total	\$88,500.00
Revised Amendment #1 Facility Fee Total	\$90,500.00
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$73,699.75
Refundable Deposit	\$5,000.00

Original Grand Total:	\$167,199.75
Revised Grand Total:	\$169,199.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$5,000.00
Second Payment	PAID	\$81,263.75
Third Payment	PAID	\$80,936.00
Fourth Payment	<i>Upon Signing</i>	\$2,000.00

Payment Total: \$169,199.75



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*****

**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**

FORM F-31

AGREEMENT NO. **R-026-21 REVISED**

DATE **February 10, 2021**

REVIEWED _____

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 **Power of One Foundation** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 26 - July 1, 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:

Power of One Food Bank

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

See Exhibit A

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.

Power of One Foundation
918 North Cleveland Street
Orange, CA 92867

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

By _____ Date: _____
Title: Andre Roberson, President/CEO

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

EXHIBIT A

Event Information

Event Name:	Power of One Food Bank	Contract No:	R-026-21 REVISED
Contact Person:	Andre Roberson	Phone:	(714) 856-7602
Event Dates:	02/26/2021 - 07/01/2021	Hours:	8:00 AM - 12:00 PM

Projected Attendance: 1,500/Day

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Activity</u>	<u>Actual</u>
Friday - Saturday		
Available Parking Lot	Friday Set Up/Saturday Event	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 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>
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	No Charge

Any requests for additional equipment, personnel or service requests are subject to additional fees.

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.

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 OC Fair & Event Center 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.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.

EXHIBIT A

Event Information

- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC and the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

RENTER AGREES:

- That this agreement covers all Power of One food distributions to take place at the OC Fair & Event Center through July 1, 2021.
- To contact the Event Sales and Services Department at least five (5) days in advance prior to scheduling any food distribution events to ensure that the location is available.
- **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 upon signing this agreement.**
- 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 each day of food distribution.
- 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 notify the OCFEC of any accident that takes place during the event. The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- 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.