

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

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-017-21	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot I	03/13/21	7,141.00
R-019-21	Orange County Wine Society	Orange County Wine Society Office Trailer	Other (OTH)	Year Round Rentals	01/01/21-12/31/21	0.00
R-029-21	Share Our Selves	SOS Wild & Crazy Taco Night	Fundraiser (FUNR)	Parking Lot I	04/24/2021	8,669.50
R-030-21	First Class Events	Prom on Wheels	Prom/Formal (PRH)	1/2 Parking Lot A, 1/2 Parking Lot H	04/01/21-06/10/21	151,570.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-009-21 (Amend. #2)	County of Orange, County Executive Office/Real Estate	Health-Related Emergency/County of Orange - Vaccine Site <i>(Amended - County using premises as vaccine distribution)</i>	Other (OTH)	Costa Mesa Building (#10), Courtyard, Huntington Beach Building (#12), Main Mall, Santa Ana Pavilion (Parade of Products)	03/01/21-05/31/21	0.00
R-028-21 (Amend. #1)	B & L Productions, Inc.	Crossroads of the West Gun Show <i>(Amended - originally submitted in February, finalized contract and adjusted insurance verbiage)</i>	Consumer Show (CON)	Parking Lot I	03/24/21-03/29/21	54,304.50

FORM F-31

AGREEMENT NO. **R-017-21**

REVIEWED _____

DATE **February 23, 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 **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

March 13, 2021

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

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:

\$7,141.00

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-017-21
Contact Person:	Charlene Goetz	Phone:	(949) 422-0432
Event Date:	03/13/2021	Hours:	Saturday: 9:00 AM - 3:00 PM
Admission Price:	Free Admission		

Vehicle Parking Fee:	\$10.00 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 I	03/13/2021 07:00 AM - 09:00 AM	Move In	No Charge
Parking Lot I	03/13/2021 09:00 AM - 03:00 PM	Event	2,050.00
Parking Lot I	03/13/2021 03:00 PM - 07:00 PM	Move Out	No Charge
Total:			2,050.00

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 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 Saturday - March 13, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 10	10.00 EA	15.00 EA	150.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 7	7.00 EA	19.00 EA	133.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	03/07/2021 - 03/13/2021	1.00 EA	Included	Included
Portable Electronic Message Board	03/13/2021	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
Total:				658.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Move In				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
Event Day				
Grounds Attendant Lead	03/13/2021 07:00AM - 04:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	03/13/2021 07:00AM - 04:00PM	1.00 EA	25.00 HR	225.00
Janitorial Attendant	03/13/2021 07:00AM - 04:00PM	2.00 EA	25.00 HR	450.00
Electrician	TBD	TBD EA	62.50 HR	TBD
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
Event Sales & Services				
Event Coordinator	03/13/2021 07:00AM - 04:00PM	1.00 EA	50.00 HR	450.00
Parking				
Parking Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant - Overnight	03/13/2021 12:00AM - 06:00AM	1.00	EA	25.00	HR	150.00
Security Attendant*	03/13/2021 08:30AM - 03:30PM	3.00	EA	25.00	HR	525.00

*Security staffing subject to change based on operational needs.

Outside Services

Emergency Medical Services	TBD	TBD	EA	25.00	HR	TBD**
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00

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

Total: 2,933.00

Summary

Facility Rental Total	\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,591.00
Refundable Deposit	\$1,500.00

Grand Total: \$7,141.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	Upon Signing	\$512.50
Second Payment	03/03/2021	\$6,628.50
Total:		\$7,141.00

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.

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.

EXHIBIT A

Event Information

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

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.

FORM F-31

AGREEMENT NO. **R-019-21**

REVIEWED _____

DATE **March 3, 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 **Orange County Wine Society** 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 – 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:

Office Operations for the Orange County Wine Society

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

\$250.00 per month

\$120.00 per additional meetings

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.

Orange County Wine Society
P.O. Box 11059
Costa Mesa, CA 92627

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

By: _____ Date: _____
Title: Bill Redding, President

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

AGREEMENT: R-019-21
DATED: March 3, 2021
WITH: Orange County Wine Society
PHONE: (714) 708-1636

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2021 and ending December 31, 2021

BUILDING(S)/ LOCATION(S): Orange County Wine Society Office Trailer

Orange County Wine Society (OCWS) Agrees:

- To share refrigeration space in the Cellar and Building 15 with OCFEC for purpose of storing competition wines.
- To accept current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- That it is understood that the OCFEC is currently researching and developing further implementation of its property master plan. A minimum of ninety (90) days notice will be provided to the Renter by OCFEC if master plan implementation affects the existing rental location or Renter's access. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, same shall be at the sole expense of Renter.
- That an OCFEC overnight permit is required for any equipment left overnight on OCFEC property.
- To ensure that OCWS members will not consume wine or other alcohol during setup and tear down of any OCWS events held on OCFEC property. This includes all OCWS functions, 2021 OC Fair events and/or any other times that OCWS members are engaged in on-premise labor, construction and/or operating of machinery, equipment or vehicles of any kind including personal vehicles.
- To ensure that current Proof of Workers Compensation Insurance is on file at all times.
- To understand and inform OCWS members that parking within show areas and around buildings during year round events is **strictly prohibited**. All members **must** park in assigned parking lot areas (Parking Lot F) or as directed by OCFEC Parking Staff. OCWS members needing to unload supplies will be allowed to do so if possible, then must immediately move same vehicle to a parking area specified by OCFEC staff.
- That the dates below are subject to Limited Access or **NO ACCESS** onto OCFEC premises. **Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales and Services Department at (714) 708-1572 for prior approval.** OCFEC to contact Renter if any additions or deletions are made to event dates as follows:
 - March 27 - 28 Crossroads of the West Gun Show **NO ACCESS**
 - April 23 - 25 America's Family Pet Expo **NO ACCESS**
 - May 29 - 30 Scottish Fest **NO ACCESS**
 - June 4 - 6 Crossroads of the West Gun Show **NO ACCESS**
 - July 16 - August 15 OC Fair **OC Fair identification badge or ticket is required to enter the event.**
 - August 20 - 22 Crossroads of the West Gun Show **NO ACCESS**
 - September 14 - 16 Sand Sports Super Show Limited Access
 - September 17 - 19 Sand Sports Super Show **NO ACCESS**
 - September 22 - 24 Cruisin' For A Cure Limited Access
 - September 25 Cruisin' For A Cure **NO ACCESS**
 - October 1 - 3 SoCal VegFest Limited Access
**Access on October 1- 3 approved for OCWS office and The Courtyard. No vehicles allowed in show area, must be parked out in a designated parking lot.*
 - November 6 - 7 OC Marathon **NO ACCESS**
 - November 25 - 28 Crossroads of the West Gun Show **NO ACCESS**
- That event dates are subject to change and additional No Access/Limited Access days may be added as events are booked.
- To successfully conduct the annual Commercial Wine Competition for the OC Fair & Event Center as follows:
 1. Appoint a responsible party to ensure that competition is accomplished in a timely and effective manner.
 2. Arrange for an adequate off-site facility to conduct the competition, and meet requirements as follows:

- a. Sufficient room to permit judging to be accomplished in conditions undisturbed by outside noise and interference.
 - b. Sufficient room to easily enable stewards and support staff to move large quantities of wine.
 - c. Capability for washing and drying tasting glasses in a manner consistent with approved sanitation practices.
 - d. Adequate security.
 - e. A large area suitable for conducting the Judges' Dinner.
3. Expend necessary funds to conduct competition within the framework of approved OCWS Board of Directors annual budget. OCWS to exercise strict control over who has purchasing authority.
 4. The President of OCWS, the Competition Chairperson and the Director of Judges shall serve on the Wine Steering Committee to select award-winning wines.
 5. Coordinate and catalog all wine entries.
 6. Provide pre-competition, on-site and post-competition computer hardware/software support.
 7. Procure necessary blank form stock for wine entries, bottle labels, judging sheets and computer reports as well as any publications necessary to conduct the competition program.
 8. The OCWS President shall select a Competition Chairperson. In the event that current Director of Judges is unable to continue his/her duties, he/she shall recommend a successor nominee to the OCWS Board of Directors and OCFEC for approval.
 9. Provide sufficient staff and stewards to support the judging of wines.
 10. Select the dinner menu for the Judges' Dinner, and assist with the selection of accompanying wines.
 11. Purchase a plaque for each new judge, or a year plate for each returning judge. Purchase another plaque for judges when their existing plaque space is filled.
 12. Bag and store all wines in preparation for judging.
 13. Procure necessary award medals and send same to winning wineries. OCFEC will assist with the ordering of medals.
 14. Have results available via digital media by Opening Day of the OC Fair.
 15. Notify all wineries of their award and in conjunction with time when results are released to OCFEC Communications Department.
 16. Provide OCFEC one (1) case of thirty-six (36) govino wine glasses.
 17. Provide OCFEC with eight (8) bottles of red and eight (8) bottles of white award winning and non-award winning competition wines to be used for general Fair purposes as well as in gift baskets. Provide OCFEC with ten (10) cases of mixed variety wine to be used for annual conventions and/or other business related functions.
 18. Abide by liability insurance and license requirements as specified in the annual Rental Agreement as well as in OCFEC Handbook sections that address Exhibitor, Concessionaire, Radio Station and Sponsorship regulations. TIPS or TEAM certification is required for all servers working in The Courtyard.
 19. Submit Form 990 to OCFEC.
 20. Provide wine for OCFEC Board of Directors dinner every night of the OC Fair. Supply the bar located at OCFEC Board of Directors dinner with two (2) cases of red wine and two (2) cases of white wine by Opening Day of the Fair. Replenish as requested before daily opening of the OC Fair.
 21. Provide each OCFEC Board of Director with two (2) bottles of red wine and two (2) bottles of white wine after conclusion of the Commercial Wine Competition.
 22. Work collaboratively during the OC Fair with OCFEC Sales Department to coordinate integration of sponsorship activities, signage and other materials into The Courtyard.

OC Fair & Event Center (OCFEC) agrees to support the OCWS Commercial Wine Competition program as follows:

1. Approve OCWS appointment of the Director of Judges. Appoint a minimum of five (5) people to the Wine Steering Committee, with duties that include making award selections based upon Judges' recommendations.
2. To provide an OCFEC wine competition liaison to the OCWS.
3. Assist with ordering of award medals for the competition program.
4. Encourage OCFEC Board, Wine Steering Committee and other key invited guests to attend the Judges' Dinner.

5. Provide sufficient storage space for wines as well as necessary working area for OCWS support teams in Building 15/Environmental Controlled Cooler.
6. Assist OCWS with other administrative duties if requested.
7. Provide an adequate venue at OCFEC for OCWS to sell wine and wine products. OCFEC will not receive any rental fees or percentage payment in exchange for in-kind service provided by OCWS while conducting the wine competition.
8. Provide working credentials to member volunteers who work at The Courtyard during the OC Fair.
9. Reserve a table for ten (10) OCWS members (selected by OCWS President) to attend one (1) night at OCFEC Board of Directors dinners during the OC Fair.
10. Discuss and coordinate integration of OCFEC sponsorship agreements, activities, signage and other materials into The Courtyard throughout the OC Fair.
11. Refrigerated space for storage of competition wines to be provided on OCFEC property throughout 2021.

Both Orange County Wine Society (OCWS) and OC Fair & Event Center (OCFEC) agree that duties of the Director of Judges are as follows:

1. Work with OCWS and OCFEC to ensure a successful wine competition.
2. Ensure sufficient qualified judges are available to serve at the wine competition.
3. Be on site and available to OCWS prior to the event in order to coordinate final details pertaining to:
 - a. Creation of the judging panels.
 - b. Verification of submitted wines and applicable entry information.
4. Be on site during wine competition, fulfilling the role of Director of Judges.
5. Serve as Chairperson of the Wine Steering Committee.
6. Assist with verifying award-winning wines.

Monthly Rent Payment Schedule:

Payment of \$250.00 is due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

FORM F-31

AGREEMENT NO. **R-029-21**

REVIEWED _____

DATE **March 11, 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 **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

April 24, 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:

SOS Wild & Crazy Taco Night

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

\$8,669.50

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 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.

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, CEO

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

EXHIBIT A

Event Information

Event Name:	SOS Wild & Crazy Taco Night	Contract No:	R-029-21
Contact Person:	Elizabeth Hopkins	Phone:	(949) 294-1009
Event Date:	04/24/2021	Hours:	Saturday: 3:00 PM - 6:00 PM
Admission Price:	\$50.00 - \$70.00		

Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	200
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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 I	04/24/2021 09:00 AM - 03:00 PM	Move In	No Charge
Parking Lot I	04/24/2021 03:00 PM - 06:00 PM	Event	2,050.00
Parking Lot I	04/24/2021 06:00 PM - 11:59 PM	Move Out	No Charge
Total:			2,050.00

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 also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - April 24, 2021 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 (Metal)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 15	15.00 EA	19.00 EA	285.00
Electrical Usage	Estimate Only	1.00 EVT	250.00 EVT	250.00
Man Lift	TBD	TBD EA	75.00 EA	TBD
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 4 Speakers)	TBD	TBD EA	300.00 EA	TBD
Portable Electronic Message Board	04/24/2021	2.00 DAY	75.00 DAY	150.00
Pressure Washer	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Tonnage Weight (40 Yard Dumpster)	TBD	TBD EA	75.00 TON	TBD
Traffic Cone	Estimate 500	500.00 EA	1.00 EA	500.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:			1,785.00	

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 12 Hours	12.00 HR	25.00 HR	300.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	25.00 HR	250.00
Electrician	TBD	TBD HR	62.50 HR	TBD

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	04/24/2021 02:00PM - 07:00PM	1.00	EA	30.00	HR	150.00
Grounds Attendant	04/24/2021 02:00PM - 07:00PM	2.00	EA	25.00	HR	250.00
Janitorial Attendant	04/24/2021 02:00PM - 07:00PM	2.00	EA	25.00	HR	250.00
Electrician	TBD	TBD	EA	62.50	HR	TBD
Clean Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	25.00	HR	300.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	25.00	HR	150.00
Electrician	TBD	TBD	HR	62.50	HR	TBD
<u>Event Sales & Services</u>						
Event Coordinator	04/24/2021 02:00PM - 07:00PM	1.00	EA	50.00	HR	250.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
<u>Safety & Security</u>						
Security Attendant Lead	04/24/2021 02:00PM - 07:00PM	1.00	EA	30.00	HR	150.00
Security Attendant	04/24/2021 02:00PM - 07:00PM	2.00	EA	25.00	HR	250.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	TBD	TBD	EA	26.00	HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						3,334.50

Summary

Facility Rental Total	\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,119.50
Refundable Deposit	\$1,500.00
Grand Total:	\$8,669.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$8,669.50
Total:		\$8,669.50

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

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 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

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.

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.

PROPANE

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

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 Saturday. 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, Share Our Selves must comply with request.

FORM F-31

AGREEMENT NO. **R-030-21**

DATE **March 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 **First Class Events** 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

April 1 – June 10, 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:

Prom on Wheels

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

\$151,570.00

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.

First Class Events
3419 Via Lido, Suite 373
Newport Beach, CA 92663

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

By: _____ Date: _____
Title: Hollie Keeton, President

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

EXHIBIT A

Event Information

Event Name:	Prom on Wheels	Contract No:	R-030-21
Contact Person:	Hollie Keeton	Phone:	(714) 401-4869
Event Date:	04/16/2021 - 06/05/2021	Hours:	Friday - Saturday: 8:00 PM - 12:00 AM Gates Open: 7:00 PM Sunday - Thursday: Dark
Admission Price:	TBD		
Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	350 Vehicles 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	04/01/2021 - 04/15/2021	Move In	7,687.50
1/2 Parking Lot H	04/01/2021 - 04/15/2021	Move In	7,687.50
Friday			
1/2 Parking Lot A	04/16/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	04/16/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	04/17/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	04/17/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	04/18/2021 - 04/22/2021	Dark Day	2,562.50
1/2 Parking Lot H	04/18/2021 - 04/22/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	04/23/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	04/23/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	04/24/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	04/24/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	04/25/2021 - 04/29/2021	Dark Day	2,562.50
1/2 Parking Lot H	04/25/2021 - 04/29/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	04/30/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	04/30/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	05/01/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/01/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	05/02/2021 - 05/06/2021	Dark Day	2,562.50
1/2 Parking Lot H	05/02/2021 - 05/06/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	05/07/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/07/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	05/08/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/08/2021 08:00 PM - 12:00 AM	Event	1,025.00

EXHIBIT A

Event Information			
Sunday - Thursday			
1/2 Parking Lot A	05/09/2021 - 05/13/2021	Dark Day	2,562.50
1/2 Parking Lot H	05/09/2021 - 05/13/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	05/14/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/14/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	05/15/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/15/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	05/16/2021 - 05/20/2021	Dark Day	2,562.50
1/2 Parking Lot H	05/16/2021 - 05/20/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	05/21/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/21/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	05/22/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/22/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	05/23/2021 - 05/27/2021	Dark Day	2,562.50
1/2 Parking Lot H	05/23/2021 - 05/27/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	05/28/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/28/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	05/29/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	05/29/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	05/30/2021 - 06/03/2021	Dark Day	2,562.50
1/2 Parking Lot H	05/30/2021 - 06/03/2021	Dark Day	2,562.50
Friday			
1/2 Parking Lot A	06/04/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	06/04/2021 08:00 PM - 12:00 AM	Event	1,025.00
Saturday			
1/2 Parking Lot A	06/05/2021 08:00 PM - 12:00 AM	Event	1,025.00
1/2 Parking Lot H	06/05/2021 08:00 PM - 12:00 AM	Event	1,025.00
Sunday - Thursday			
1/2 Parking Lot A	06/06/2021 - 06/10/2021	Move Out	2,562.50
1/2 Parking Lot H	06/06/2021 - 06/10/2021	Move Out	2,562.50

Total: 89,175.00

Hosting of this event in the above specified space, Parking Lot A and Parking Lot H, 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 ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Thursday - June 10, 2021 to avoid additional charges.

EXHIBIT A

Event Information					
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	Estimate 1	1.00 EA	1,275.00	EVT	1,275.00
20 Amp Drop	Estimate 2	2.00 EA	25.00	EA	50.00
100 Amp Drop	Estimate 3	3.00 EA	180.00	EA	540.00
40 Yard Dumpster	TBD	TBD EA	199.00	EA	TBD
Barricade (Metal)	TBD	TBD EA	15.00	EA	TBD
Cable Ramp	TBD	TBD EA	15.00	EA	TBD
Dumpster	TBD	TBD EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 46	46.00 EA	55.00	EA	2,530.00
Electrical Usage	Estimate Only	1.00 EVT	4,000.00	EVT	4,000.00
Forklift	TBD	TBD HR	75.00	HR	TBD
Forklift (40 Yard Dumpster)	TBD	TBD HR	75.00	HR	TBD
Man Lift	TBD	TBD HR	75.00	HR	TBD
Marquee Board	03/16/2021 - 06/05/2021	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00	EA	TBD
Portable PA System (w/ Wired Mic, Stand and 4 Speakers)	TBD	TBD EA	300.00	EA	TBD
Portable Electronic Message Board	04/16/2021 - 06/05/2021	2.00 EA	2,400.00	FLAT	2,400.00
Scissor Lift	TBD	TBD HR	75.00	HR	TBD
Tonnage Weight (40 Yard Dumpster)	TBD	TBD EA	75.00	TON	TBD
Traffic Cone	TBD	TBD EA	1.00	EA	TBD
Water Truck (Includes Water)	TBD	TBD HR	75.00	HR	TBD
Wireless Internet Router	TBD	TBD EA	75.00	EVT	TBD
Wireless Microphone	TBD	TBD EA	50.00	EA	TBD
Total:					10,795.00

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	TBD	TBD	HR	25.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	25.00	HR	TBD
Electrician	Estimate 40 Hours	40.00	HR	62.50	HR	2,500.00
Event Day						
Janitorial Attendant	04/16/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00
Electrician	04/16/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50
Janitorial Attendant	04/17/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00
Electrician	04/17/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50
Janitorial Attendant	04/23/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00
Electrician	04/23/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50
Janitorial Attendant	04/24/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00
Electrician	04/24/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50
Janitorial Attendant	04/30/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00
Electrician	04/30/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50
Janitorial Attendant	05/01/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00
Electrician	05/01/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50

EXHIBIT A

Event Information							
Janitorial Attendant	05/07/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/07/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/08/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/08/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/14/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/14/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/15/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/15/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/21/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/21/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/22/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/22/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/28/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/28/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	05/29/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	05/29/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	06/04/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	06/04/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Janitorial Attendant	06/05/2021 06:00PM - 01:00AM	2.00	EA	25.00	HR	350.00	
Electrician	06/05/2021 06:00PM - 01:00AM	1.00	EA	62.50	HR	437.50	
Clean Up							
Grounds Attendant	TBD	TBD	HR	25.00	HR	TBD	
Janitorial Attendant	TBD	TBD	HR	25.00	HR	TBD	
Electrician	Estimate 30 Hours	30.00	HR	62.50	HR	1,875.00	
<u>Event Sales & Services</u>							
Event Coordinator	04/16/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	04/17/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	04/23/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	04/24/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	04/30/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/01/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/07/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/08/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/14/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/15/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/21/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/22/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/28/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	05/29/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	06/04/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	
Event Coordinator	06/05/2021 06:00PM - 01:00AM	1.00	EA	50.00	HR	350.00	

EXHIBIT A

Event Information

Parking

Set Up / Clean Up

Parking Attendant	Estimate 20 Hours	20.00	HR	25.00	HR	500.00
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Safety & Security

Security Attendant Lead	04/16/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	04/16/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	04/17/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	04/17/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	04/23/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	04/23/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	04/24/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	04/24/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	04/30/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	04/30/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	05/01/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	05/01/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	05/07/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	05/07/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	05/08/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	05/08/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	05/14/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	05/14/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
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Security Attendant	06/04/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00
Security Attendant Lead	06/05/2021 06:00PM - 01:00AM	1.00	EA	30.00	HR	210.00
Security Attendant	06/05/2021 06:00PM - 01:00AM	3.00	EA	25.00	HR	525.00

Outside Services

Emergency Medical Services	TBD	TBD	EA	26.00	HR	TBD
Sound Engineer	Estimate Only	3.00	DAY	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00

Total: 38,400.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$89,175.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$49,195.00
Parking Buyout (<i>Based on 40 vehicles</i>)	\$3,200.00
Refundable Deposit	\$10,000.00
Grand Total:	\$151,570.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% Facility Fee</i>)	Upon Signing	\$22,293.75
Second Payment	03/26/2021	\$129,276.25
Total:		\$151,570.00

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.

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

First Class Events acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, First Class Events 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 First Class Events shall have the exclusive rights to use the Premises as set forth herein to put on a drive-thru prom event during the months of April, 2021 to June, 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.**

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

EXHIBIT A

Event Information

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.

SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **April 1, 2021** for review and approval. Should the outside services security plan submitted by First Class Events 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.

Should First Class Events choose to extend event admission to groups outside of schools and non-profits, additional security will be required at the discretion of the District.

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. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, First Class Events must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. First Class Events must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, First Class Events 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.

FIRST CLASS EVENTS AGREES TO:

First Class Events agrees to provide a \$10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event which OCFEC will hold in reserve to pay for additional space, equipment and/or services requested by First Class Events during the run of event, or for site restoration, if necessary, post event. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$10,000.00 reserve. If the reserve is depleted, First Class Events 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.

First Class Events 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 Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the event 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 First Class Events.

In the event that an emergency occurs during the term of this Rental Agreement, which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide First Class Events with an alternative location at the fairgrounds for the First Class Events (Prom on Wheels) 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.

First Class Events 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 event or throughout the event. All event business must be directed to the Event Coordinator.

EXHIBIT A

Event Information

First Class Events acknowledges that other events are scheduled during the run of its event and agrees to abide by any reasonable requests made by OCFEC to ensure that the event does not interfere with the successful operation of another event. As such, First Class Events agrees to contain its construction and setup activity within a fenced and banner-walled area located in one-half 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.

First Class Events 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, First Class Events 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. First Class Events 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.

First Class Events 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.

First Class Events 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.

First Class Events 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 event are at all times operating within the parameters set forth by these agencies and all applicable laws.

First Class Events 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.

First Class Events agrees that all attractions included in the entertainment drive-thru component of this event will be subject to a full pre-event 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 First Class Events. In addition, OCFEC reserves the right to inspect all event components for student/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, First Class Events agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by First Class Events.

By _____ Date: _____
Title: **Hollie Keeton, President**

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



R_____

A_____

**AMENDMENT TO HEALTH-RELATED EMERGENCY/COUNTY OF ORANGE – VACCINE SITE
(MARCH - MAY 2021)**

DATE: March 17, 2021

RENTAL AGREEMENT: R-009-21

AMENDMENT #2

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>
Monday - Sunday			
Costa Mesa Building (#10)	03/01/2021- 05/31/2021	Move In/Event	Included
Huntington Beach Building (#12)	03/01/2021- 05/31/2021	Move In/Event	Included
Santa Ana Pavilion (POP)	03/01/2021- 05/31/2021	Move In/Event	Included
The Courtyard	03/01/2021- 05/31/2021	Move In/Event	Included

Hosting of this event in the above specified spaces, Costa Mesa Building, Huntington Beach Building, Santa Ana Pavilion and The Courtyard, 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.

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT AND PERSONNEL FEES

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

District shall deliver the following services and equipment rentals associated with the Health-Related Emergency, as set forth in this Amendment #2, to ensure the site remains operable for Renter to carry out purpose of the event: chairs, picnic tables, trash bins, general trash removal, parking cones, plastic barricades, metal barricades, internet service, WI-FI routers, electrical fee for facility HVAC and power needs (subject to quarterly review), and setup fees including move in/move out labor and forklifting.

County shall be responsible for its specific refrigeration needs, sanitation and janitorial services for restrooms, medical waste disposal associated with the COVID-19 Vaccinations, security for the event, telephone service, cable service, electrical heaters, tents, temporary perimeter fencing, dumpsters and any other costs not provided for in this section.

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.

County shall be solely responsible for lost or damaged equipment caused by the Renter's use of the property. Lost equipment and/or damage related costs will be itemized and subject to reimbursement upon final settlement after County has vacated the property.



ADDITION TO EXHIBIT A: ESTIMATED MONTHLY EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
500 MB Internet - Static IP	03/01/2021 - 05/31/2021 (1 EA)	2,800.00 MTH	3.00 MTH	8,400.00
Chair (Individual)	03/01/2021 - 05/31/2021 (600 EA)	4,500.00 MTH	3.00 MTH	13,500.00
Cones	03/01/2021 - 05/31/2021 (1,000 EA)	4,500.00 MTH	3.00 MTH	13,500.00
Electrical Usage Rate	03/01/2021 - 05/31/2021	8,000.00 MTH	3.00 MTH	24,000.00
Picnic Table (Rectangular)	03/01/2021 - 05/31/2021 (50 EA)	4,500.00 MTH	3.00 MTH	13,500.00
Metal Barricades	03/01/2021 - 05/31/2021 (200 EA)	2,400.00 MTH	3.00 MTH	7,200.00
Three (3) Month Total:				80,100.00

ADDITION TO EXHIBIT A: ESTIMATED ONE-TIME EQUIPMENT FEES

Forklift	Estimate 15 (Chair/Table Set up)	75.00 HR	75.00 HR	1,125.00
Wireless Router	Estimate 4	4.00 EA	75.00 FLAT	300.00
Total:				1,425.00

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Set Up				
Grounds Attendant	Estimate 4 Hours (Chairs)	4.00 HR	25.00 HR	100.00
Grounds Attendant	Estimate 5 Hours (Barricades)	5.00 HR	25.00 HR	125.00
Tear Down				
Grounds Attendant	Estimate 4 Hours (Chairs)	4.00 HR	25.00 HR	100.00
Grounds Attendant	Estimate 5 Hours (Barricades)	5.00 HR	25.00 HR	125.00
Total:				450.00

Summary

Original Rental Agreement Facility Fee Total	Included
Revised Amendment Facility Fee Total	Included
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Revised Estimated Three (3) Month Rental Agreement Equipment Fees	\$80,100.00
Revised Estimated One-Time Equipment and Personnel Fees	\$1,875.00
Revised Grand Total:	\$81,975.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Receipt of Invoice	\$81,975.00
Payment Total:		\$81,975.00

Please Remit Payment in Check Only

****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

FORM F-31

AGREEMENT NO. **R-028-21**

REVIEWED _____

DATE **March 5, 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 **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:

\$54,304.50

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" "D" "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.

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:	R-028-21
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 also ensurance 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 200	200.00 EA	15.00 EA	3,000.00
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: 10,620.00

Event Information

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<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	TBD	TBD	EA	62.50	HR	TBD
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	TBD	TBD	EA	62.50	HR	TBD
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	TBD	TBD	EA	62.50	HR	TBD
*Should electrician services be requested during event hours, a four (4) hour minimum charge will be billed.						
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	03/26/2021 11:30AM - 07:30PM	2.00	EA	25.00	HR	400.00
Security Attendant	03/27/2021 08:30AM - 05:30PM	2.00	EA	25.00	HR	450.00
Security Attendant	03/28/2021 08:30AM - 04:30PM	2.00	EA	25.00	HR	400.00

***Additional event and overnight security coverage will be provided by an outside contractor at a minimum of 535 hours.*

EXHIBIT A

Event Information

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: 33,984.50

Summary

Facility Rental Total	\$8,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$44,604.50
Refundable Deposit	\$1,500.00

Grand Total: \$54,304.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$54,304.50

Total: \$54,304.50

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.

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, B & L Productions, Inc. must comply with request.