

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
APRIL 2021

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-023-21	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot I	04/10/21	\$7,141.00
R-031-21	Stacey Castro	Castro / Kennedy Wedding Ceremony	Wedding (WEDDI)	Centennial Farm, Millennium Barn, Silo Building	11/14/21-11/14/21	\$4,049.00
R-032-21	Bonnier Corporation	Sand Sports Super SWAP	Consumer Show (CON)	Parking Lot I	05/21/21-05/22/21	\$5,952.50
R-034-21	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Parking Lot I	06/02/21-06/07/21	\$54,304.50

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-023-21**
DATE **March 16, 2021**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

April 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:

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

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

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

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

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

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

EXHIBIT A

Event Information

Event Name:	Flying Miz Daisy Outdoor Market	Contract No:	R-023-21
Contact Person:	Charlene Goetz	Phone:	(949) 422-0432
Event Date:	04/10/2021	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			
Facility and/or Area Fees	Date-Time	Activity	Actual
Saturday			
Parking Lot I	04/10/2021 07:00 AM - 09:00 AM	Move In	No Charge
Parking Lot I	04/10/2021 09:00 AM - 03:00 PM	Event	2,050.00
Parking Lot I	04/10/2021 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 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 Saturday - April 10, 2021 to avoid additional charges.

Estimated Equipment Fees					
Description	Date-Time	Units	Rate	Actual	
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	04/03/2021 - 04/10/2021	1.00 EA	Included	Included	
Portable Electronic Message Board	04/10/2021	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					
Description	Date-Time	Units	Rate	Actual	
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	04/10/2021 07:00AM - 04:00PM	1.00 EA	30.00 HR	270.00	
Grounds Attendant	04/10/2021 07:00AM - 04:00PM	1.00 EA	25.00 HR	225.00	
Janitorial Attendant	04/10/2021 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	04/10/2021 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						
<u>Safety & Security</u>						
Security Attendant - Overnight	04/10/2021 12:00AM - 06:00AM	1.00	EA	25.00	HR	150.00
Security Attendant*	04/10/2021 08:30AM - 03:30PM	3.00	EA	25.00	HR	525.00
*Security staffing subject to change based on operational needs.						
<u>Outside Services</u>						
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>		Due Date		Amount		
First Payment - (25% Facility Fee)		Upon Signing				\$512.50
Second Payment		04/01/2021				\$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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-031-21**
DATE **March 30, 2021**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 14, 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:

Castro / Kennedy Wedding Ceremony

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

\$4,049.00

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" "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

10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.

16. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

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

EXHIBIT A

Event Information

Event Name:	Castro / Kennedy Wedding Ceremony	Contract No:	R-031-21
Contact Person:	Stacey Castro	Phone:	(562) 991-4049
Event Date:	11/14/2021	Hours:	Ceremony: 3:00 PM - 4:00 PM <i>*Reception will be off-site</i>

Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	100
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Millennium Barn	11/14/2021 09:00 AM - 03:00 PM	Move In	No Charge
Millennium Barn	11/14/2021 03:00 PM - 04:00 PM	Event	1,150.00
		Total:	1,150.00

Hosting of this event in the above specified space, Millennium Barn, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the 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 Sunday - November 14, 2021 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	19.00 EA	19.00
Electrical Usage	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			Total:	419.00

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 Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	25.00 HR	250.00
Janitorial Attendant	TBD	TBD HR	25.00 HR	TBD
Electrician	TBD	TBD HR	62.50 HR	TBD
Event Day				
Grounds Attendant Lead	11/14/2021 01:00PM - 05:00PM	1.00 EA	30.00 HR	120.00
Janitorial Attendant	11/14/2021 01:00PM - 05:00PM	2.00 EA	25.00 HR	200.00

Clean Up

Grounds Attendant	Estimate 10 Hours	10.00 HR	25.00 HR	250.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00
Electrician	TBD	TBD HR	62.50 HR	TBD

Event Sales & Services

Event Coordinator	11/14/2021 01:00PM - 05:00PM	1.00 EA	50.00 HR	200.00
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Insurance

S.E.L.I. Insurance	11/14/2021	1.00 EA	60.00 DAY	60.00
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Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Sunday - November 14, 2021.

EXHIBIT A

Event Information

Safety & Security

Security Attendant	11/14/2021 01:00PM - 05:00PM	2.00	EA	25.00	HR	200.00
						Total: 1,680.00

Summary

Facility Rental Total	\$1,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,099.00
Refundable Deposit	\$800.00
Grand Total:	\$4,049.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$800.00
Second Payment	07/14/2021	\$1,624.50
Third Payment	10/14/2021	\$1,624.50
		Total: \$4,049.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

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 10:00 PM to 8:00 AM. Please refer to Exhibit E. Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Stacey Castro must comply with request. All amplified music/sound must remain inside of the Millennium Barn. The Millennium Barn doors must remain closed after 10:00 PM to contain sound.

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Stacey Castro must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Stacey Castro must execute changes within the specified timeframe.

REVIEWED _____

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 **Bonnier Corporation** 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

May 21 - 22, 2021

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

See Exhibit A

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

Sand Sports Super SWAP

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

\$6,465.00

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

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

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

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

**Bonnier Corporation
480 North Orlando Avenue, Suite 236
Winter Park, FL 32789**

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

By _____ Date: _____
Title: Tracy Feinsilver, Vice President Operations By _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Sand Sports Super SWAP	Contract No:	R-032-21
Contact Person:	Tracy Feinsilver	Phone:	(212) 779-5576
Event Date:	05/22/2021	Hours:	Saturday: 7:00 AM - 2:00 PM
Admission Price:	TBD		

Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,500
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Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Parking Lot I	05/21/2021 06:00 AM - 03:00 PM	Move In	1,025.00
Saturday			
Parking Lot I	05/22/2021 07:00 AM - 02:00 PM	Event	2,050.00
Total:			3,075.00

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 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 - May 22, 2021 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
Barricade (Plastic)	Estimate 12	12.00 EA	15.00 EA	180.00
Chair (Individual)	Estimate 6	6.00 EA	2.50 EA	15.00
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Forklift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	05/16/2021 - 05/22/2021	1.00 EA	Included	Included
Portable Electronic Message Board	05/22/2021	2.00 DAY	75.00 DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				785.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	62.50 HR	62.50
Event Day				
Grounds Attendant Lead	05/22/2021 05:00AM - 02:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/22/2021 06:00AM - 02:00PM	1.00 EA	25.00 HR	200.00
Janitorial Attendant	05/22/2021 06:00AM - 02:00PM	2.00 EA	25.00 HR	400.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	25.00 HR	150.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	Estimate 1 Hour	1.00 HR	62.50 HR	62.50
Event Sales & Services				
Event Coordinator	05/22/2021 06:00AM - 02:00PM	1.00 EA	50.00 HR	400.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00

EXHIBIT A

Event Information					
<u>Safety & Security</u>					
Security Attendant - Overnight	05/21/2021 09:00PM - 05:00AM	1.00	EA	25.00	HR
					Total: 2,105.00
Summary					
Facility Rental Total					
Estimated Equipment, Reimbursable Personnel and Services Total					
Refundable Deposit					
					Grand Total: \$6,465.00
Payment Schedule					
<u>Payment Schedule</u>					
First Payment			<u>Due Date</u>		<u>Amount</u>
			<i>Upon Signing</i>		\$6,465.00
					Total: \$6,465.00

Please Remit Payment in *Check Only*

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

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

CANNABIS EVENTS

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

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

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

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

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. 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, Bonnier Corporation must comply with request.

FORM F-31

REVIEWED_____

AGREEMENT NO. **R-034-21**DATE **April 14, 2021**

FAIRTIME

INTERIM **XX**

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

June 2 - 7, 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**

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

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

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

EXHIBIT A

Event Information

Event Name:	Crossroads of the West Gun Show	Contract No:	R-034-21
Contact Person:	Tracy Olcott	Phone:	(801) 544-9125
Event Date:	06/04/2021 - 06/06/2021	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			
Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Parking Lot I	06/02/2021 06:00 AM - 05:00 PM	Move In	1,025.00
Thursday			
Parking Lot I	06/03/2021 06:00 AM - 05:00 PM	Move In	1,025.00
Friday			
Parking Lot I	06/04/2021 12:00 PM - 07:00 PM	Event	2,050.00
Saturday			
Parking Lot I	06/05/2021 09:00 AM - 05:00 PM	Event	2,050.00
Sunday			
Parking Lot I	06/06/2021 09:00 AM - 04:00 PM	Event	2,050.00
Monday			
Parking Lot I	06/07/2021 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 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 AM Monday - June 7, 2021 to avoid additional charges.

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
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	05/10/2021 - 06/06/2021	1.00 EA	Included	Included
Portable Electronic Message Board	06/04/2021 - 06/06/2021	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

EXHIBIT A

Event Information						
Reimbursable Personnel Fees						
Description	Date-Time	Units	Rate	Actual		
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00		
Grounds Attendant	Estimate 16 Hours	16.00 HR	25.00 HR	400.00		
Janitorial Attendant	Estimate 16 Hours	16.00 HR	25.00 HR	400.00		
Electrician	Estimate 5 Hours	5.00 HR	62.50 HR	312.50		
Grounds Attendant Lead	06/04/2021 11:00AM - 08:00PM	1.00 EA	30.00 HR	270.00		
Grounds Attendant	06/04/2021 11:00AM - 08:00PM	5.00 EA	25.00 HR	1,125.00		
Janitorial Attendant Lead	06/04/2021 11:00AM - 08:00PM	1.00 EA	30.00 HR	270.00		
Janitorial Attendant	06/04/2021 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	06/05/2021 08:00AM - 06:00PM	1.00 EA	30.00 HR	300.00		
Grounds Attendant	06/05/2021 08:00AM - 06:00PM	5.00 EA	25.00 HR	1,250.00		
Janitorial Attendant Lead	06/05/2021 08:00AM - 06:00PM	1.00 EA	30.00 HR	300.00		
Janitorial Attendant	06/05/2021 08:00AM - 06:00PM	6.00 EA	25.00 HR	1,500.00		
Electrician	TBD	TBD EA	62.50 HR	TBD		
Grounds Attendant Lead	06/06/2021 08:00AM - 05:00PM	1.00 EA	30.00 HR	270.00		
Grounds Attendant	06/06/2021 08:00AM - 05:00PM	5.00 EA	25.00 HR	1,125.00		
Janitorial Attendant Lead	06/06/2021 08:00AM - 05:00PM	1.00 EA	30.00 HR	270.00		
Janitorial Attendant	06/06/2021 08:00AM - 05:00PM	6.00 EA	25.00 HR	1,350.00		
Electrician	TBD	TBD EA	62.50 HR	TBD		
<i>*Should electrician services be requested during event hours, a four (4) hour minimum charge will be billed.</i>						
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	06/04/2021 11:00AM - 08:00PM	1.00 EA	50.00 HR	450.00		
Event Coordinator	06/05/2021 08:00AM - 06:00PM	1.00 EA	50.00 HR	500.00		
Event Coordinator	06/06/2021 08:00AM - 05:00PM	1.00 EA	50.00 HR	450.00		
Parking						
Parking Attendant Lead	06/03/2021 07:00AM - 07:00PM	1.00 EA	30.00 HR	360.00		
Parking Attendant	06/03/2021 07:00AM - 07:00PM	4.00 EA	25.00 HR	1,200.00		
<u>Safety & Security</u>						
Security Attendant	06/03/2021 08:00AM - 07:00PM	3.00 EA	25.00 HR	825.00		
Security Attendant	06/04/2021 11:30AM - 07:30PM	2.00 EA	25.00 HR	400.00		
Security Attendant	06/05/2021 08:30AM - 05:30PM	2.00 EA	25.00 HR	450.00		
Security Attendant	06/06/2021 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	06/04/2021 11:30AM - 07:30PM	2.00	EA	26.00	HR	416.00
Emergency Medical Services	06/05/2021 08:30AM - 05:30PM	2.00	EA	26.00	HR	468.00
Emergency Medical Services	06/06/2021 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			Due Date			Amount
First Payment			Upon Signing			\$54,304.50
						Total: \$54,304.50

Please Remit Payment in *Check Only*

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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.