

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

**NEW**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>EVENT</b>	<b>DESCRIPTION</b>	<b>FACILITIES</b>	<b>CONTRACT DATES</b>	<b>CONTRACT AMOUNT</b>
OCC-2101	Orange County Narcotics Anonymous	Fair	OCC Connection	Millennium Barn	7/24-7/31/2021	\$75.00
OCC-2102	Republican Party of Orange County	Fair	OCC Connection	Millennium Barn	8/1/-8/8/2021	\$75.00
OCC-2103	Orange County Intergroup Association of Alcoholics Anonymous	Fair	OCC Connection	Millennium Barn	8/1/-8/8/2021	\$75.00
OCC-2104	Al-Anon Family Group Orange County	Fair	OCC Connection	Millennium Barn	7/24-7/31/2021	\$75.00
OCC-2105	AMVETS Hal Camp Post 18	Fair	OCC Connection	Millennium Barn	7/16/-7/23/2021	\$75.00
OCC-2106	Democratic Party of Orange County	Fair	OCC Connection	Millennium Barn	8/11/-8/15/2021	\$75.00
R-024-21	EQ Graze+	Horse Feed Storage (Corporate Lot)	Other (OTH)	Parking Lot G	05/01/21-07/31/21	\$0.00
R-032-21	Bonnier Corporation	Sand Sports Super SWAP	Consumer Show (CON)	Parking Lot I	05/21/21-05/22/21	\$6,465.00
R-036-21	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot I	05/08/21	\$7,141.00
R-037-21	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot I	06/12/21	\$7,141.00
R-038-21	American Promotional Events, Inc. DBA TNT Fireworks, Inc.	TNT Fireworks	Other (OTH)	Parking Lot E	06/24/21-07/07/21	\$3,600.00
R-040-21	SLD LLC	The Original Market at OCF	Festival (FST)	Parking Lot I	05/29/21	\$7,970.00
R-042-21	Trogdor and Sons	Green Day Touring - Band Rehearsals	Other (OTH)	The Hangar	06/22/21-06/30/21	\$43,330.50

**AMENDMENTS**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>EVENT</b>	<b>DESCRIPTION</b>	<b>FACILITIES</b>	<b>CONTRACT DATES</b>	<b>CONTRACT AMOUNT</b>
R-002-21 (Amend. #1)	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo <i>Amended: Dates moved due to COVID</i>	Consumer Show (CON)	Costa Mesa Building (#10)	09/11/21-09/12/21	\$16,255.00
R-009-21 (Amend. #1B)	Orange County Healthcare Agency	County of Orange - Covid Testing <i>Amended: Extended testing dates through April 30</i>	Other (OTH)	Parking Lot E	04/01/21-04/30/21	\$0.00
R-026-21 (Amend. #2)	Power of One Foundation	Power of One Food Bank <i>Amended: Storage Space</i>	Parking (PARK)	Parking Lot G	04/22/21-07/01/21	\$0.00
R-032-21 (Amend. #1)	Bonnier Corporation	Sand Sports Super SWAP <i>Amended: Additional staffing hours</i>	Consumer Show (CON)	Parking Lot I	05/21/21-05/22/21	\$8,590.00

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Orange County Narcotics Anonymous hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Saturday, July 24 only, from 7am -9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair – July 16, 2021– August 15, 2021 (closed Mondays and Tuesdays)**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$75, which is non-refundable, for exhibit space rental for July 24 – July 31, 2021(closed Mondays & Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Narcotics Anonymous  
PO Box 1058  
Anaheim, CA 92815

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

**Title:** Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Republican Party of Orange County hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Sunday, August 1 only, from 7am - 9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair – July 16, 2021 – August 15, 2021 (closed Mondays and Tuesdays)**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for August 1 – August 8, 2021 (closed Mondays and Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**Republican Party of Orange County**  
1422 Edinger Ave Ste 110  
Tustin, CA 92780

By \_\_\_\_\_ (sign)  
\_\_\_\_\_  
(print)

Title \_\_\_\_\_

**32ND DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
**Title: Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Orange County Intergroup Association of Alcoholics Anonymous hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Sunday, August 1 only, from 7am – 9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

### OC Fair – July 16, 2021 – August 15, 2021 (closed Mondays and Tuesdays)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for August 1 – August 8, 2021 (closed Mondays and Tuesdays)**
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.**  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Alcoholics Anonymous  
1526 Brookhollow Dr., Ste. 75  
Santa Ana, CA 92705

**32ND DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_  
(print)

By \_\_\_\_\_  
**Title: Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer**

Title \_\_\_\_\_

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Al-Anon Family Groups Orange County hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Saturday, July 24 only, from 7am -9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
 

**OC Fair – July 16, 2021– August 15, 2021 (closed Mondays and Tuesdays)**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for July 24 – July 31, 2021(closed Mondays & Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Al-Anon Family Groups Orange County  
 12391 Lewis St. Suite 102  
 Garden Grove, CA 92840-4668

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
 \_\_\_\_\_ (print)

By \_\_\_\_\_  
**Title:** Michele Richards, Chief Executive Officer or  
 Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next 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.
18. "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)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees of Association.
22. 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.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and AMVETS Hal Camp Post 18 hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Friday, July 16 only, from 7am – 9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair – July 16, 2021 – August 15, 2021 (closed Mondays and Tuesdays)**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for July 16 – July 23 (closed Mondays and Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**AMVETS Hal Camp Post 18**  
**31887 Birchwood Drive**  
**Lake Elsinore, CA 92532**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print)

Title: Michele Richards, Chief Executive Officer or  
 Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Democratic Party of Orange County hereinafter, called the Rentor.

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Wednesday, August 11 only, from 7am – 9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair – July 16, 2021 – August 15, 20201(closed Mondays and Tuesdays)**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for August 11 – August 15 (closed Mondays and Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**Democratic Party of Orange County  
1916 W. Chapman Avenue, Ste. B  
Orange, CA 92868**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

\_\_\_\_\_  
\_\_\_\_\_  
(print)

By \_\_\_\_\_

**Title:** Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Democratic Party of Orange County hereinafter, called the Rentor.

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Wednesday, August 11 only, from 7am – 9am**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair – July 16, 2021 – August 15, 20201(closed Mondays and Tuesdays)**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for August 11 – August 15 (closed Mondays and Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.  
**Signed Rental Agreements are due on or before May 28, 2021.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 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.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**Democratic Party of Orange County  
1916 W. Chapman Avenue, Ste. B  
Orange, CA 92868**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

\_\_\_\_\_  
\_\_\_\_\_  
(print)

By \_\_\_\_\_

**Title:** Michele Richards, Chief Executive Officer or  
Joan Hamill, Chief Business Development Officer

Title \_\_\_\_\_



R\_CD 4.14.21

A\_\_\_\_\_

**AMENDMENT TO EQ GRAZE + HORSE FEED STORAGE  
(JANUARY – JULY 2021)**

DATE: April 14, 2021

RENTAL AGREEMENT: R-024-21

AMENDMENT #1

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

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday Parking Lot G – Corporate Lot	05/01/2021 - 07/31/2021	Event	\$3,600.00
<b>Total:</b>			<b>\$3,600.00</b>

<u>Payment Schedule</u>	<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment		Upon Signing	\$3,600.00
<b>Payment Total:</b>			<b>\$3,600.00</b>

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.

EQ Graze +  
2049 Tustin Avenue, #A  
Costa Mesa, CA 92627

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Jennifer Hernandez, Owner

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Joan Hamill, Chief Business Development Officer



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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**

**32<sup>nd</sup> 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

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

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,500
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## Facility Rental Fees

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

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

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
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
<b>Total:</b>				<b>785.00</b>

## Reimbursable Personnel Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	Estimate 1 Hour	1.00 HR	62.50 HR	62.50
<b>Event Day</b>				
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
<b>Clean Up</b>				
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
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/22/2021 06:00AM - 02:00PM	1.00 EA	50.00 HR	400.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00

## EXHIBIT A

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

**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.



R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO SAND SPORTS SUPER SWAP  
(MAY 2021)**

DATE: May 4, 2021

RENTAL AGREEMENT: R-032-21

AMENDMENT #1

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

**ADDITION TO EXHIBIT A: EVENT INFORMATION**

Hours: 8:00 AM - 4:00 PM

**SUBTRACTION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
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)
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/22/2021 06:00AM - 02:00PM	1.00 EA	50.00 HR	(400.00)
<b>Total:</b>				<b>(1,270.00)</b>

**ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Grounds Attendant Lead	05/22/2021 07:00AM - 05:00PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	05/22/2021 07:00AM - 05:00PM	1.00 EA	25.00 HR	250.00
Janitorial Attendant	05/22/2021 07:00AM - 05:00PM	2.00 EA	25.00 HR	500.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/22/2021 07:00AM - 05:00PM	1.00 EA	50.00 HR	500.00
<b>Safety &amp; Security</b>				
Security Attendant Lead	05/22/2021 07:30AM - 04:30PM	1.00 EA	30.00 HR	270.00
Security Attendant	05/22/2021 07:30AM - 04:30PM	7.00 EA	25.00 HR	1,575.00
<b>Total:</b>				<b>3,395.00</b>

**Summary**

Original Rental Agreement Facility Fee Total	\$3,075.00
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$2,890.00
<b>Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$5,015.00</b>
Refundable Deposit	\$500.00
	<b>Revised Grand Total:</b>
	<b>\$8,590.00</b>





#### Payment Schedule

##### Payment Schedule

First Payment

Due Date  
*Upon Signing*

Amount  
**\$8,590.00**

**Payment Total:** **\$8,590.00**

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

**32<sup>nd</sup> 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**



REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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

**May 8, 2021**

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

**See Exhibit A**

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

**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**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Flying Miz Daisy Outdoor Market	<b>Contract No:</b>	R-036-21
<b>Contact Person:</b>	Charlene Goetz	<b>Phone:</b>	(949) 422-0432
<b>Event Date:</b>	05/08/2021	<b>Hours:</b>	Saturday: 9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000
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## Facility Rental Fees

<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
Saturday			
Parking Lot I	05/08/2021 07:00 AM - 09:00 AM	Move In	No Charge
Parking Lot I	05/08/2021 09:00 AM - 03:00 PM	Event	2,050.00
Parking Lot I	05/08/2021 03:00 PM - 07:00 PM	Move Out	No Charge
		<b>Total:</b>	<b>2,050.00</b>

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 8, 2021 to avoid additional charges.**

## Estimated Equipment Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
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	05/02/2021 - 05/08/2021	1.00 EA	Included	Included
Portable Electronic Message Board	05/08/2021	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
			<b>Total:</b>	<b>658.00</b>

## Reimbursable Personnel Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	05/08/2021 07:00AM - 04:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/08/2021 07:00AM - 04:00PM	1.00 EA	25.00 HR	225.00
Janitorial Attendant	05/08/2021 07:00AM - 04:00PM	2.00 EA	25.00 HR	450.00
Electrician	TBD	TBD EA	62.50 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/08/2021 07:00AM - 04:00PM	1.00 EA	50.00 HR	450.00
<b>Parking</b>				
Parking Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00

# EXHIBIT A

Event Information						
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	05/08/2021 12:00AM - 06:00AM	1.00	EA	25.00	HR	150.00
Security Attendant*	05/08/2021 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 are 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
	<b>Grand Total:</b> <b>\$7,141.00</b>

## **Payment Schedule**

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	Upon Signing	\$7,141.00
		<b>Total:</b> <b>\$7,141.00</b>

**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 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, Flying Miz Daisy must comply with request.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-037-21**DATE **May 6, 2021**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> 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

**June 12, 2021**

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

**See Exhibit A**

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

**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**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Flying Miz Daisy Outdoor Market	<b>Contract No:</b>	R-037-21
<b>Contact Person:</b>	Charlene Goetz	<b>Phone:</b>	(949) 422-0432
<b>Event Date:</b>	06/12/2021	<b>Hours:</b>	Saturday: 9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000
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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	06/12/2021 07:00 AM - 09:00 AM	Move In	No Charge
Parking Lot I	06/12/2021 09:00 AM - 03:00 PM	Event	2,050.00
Parking Lot I	06/12/2021 03:00 PM - 07:00 PM	Move Out	No Charge
		<b>Total:</b>	<b>2,050.00</b>

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 - June 12, 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	06/06/2021 - 06/12/2021	1.00 EA	Included	Included
Portable Electronic Message Board	06/12/2021	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
			<b>Total:</b>	<b>658.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	06/12/2021 07:00AM - 04:00PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	06/12/2021 07:00AM - 04:00PM	1.00 EA	25.00 HR	225.00
Janitorial Attendant	06/12/2021 07:00AM - 04:00PM	2.00 EA	25.00 HR	450.00
Electrician	TBD	TBD EA	62.50 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/12/2021 07:00AM - 04:00PM	1.00 EA	50.00 HR	450.00
<b>Parking</b>				
Parking Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00

# EXHIBIT A

Event Information						
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	06/12/2021 12:00AM - 06:00AM	1.00	EA	25.00	HR	150.00
Security Attendant*	06/12/2021 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 are 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
	<b>Grand Total:</b> <b>\$7,141.00</b>

## **Payment Schedule**

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$7,141.00
		<b>Total:</b> <b>\$7,141.00</b>

**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 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, Flying Miz Daisy must comply with request.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **American Promotional Events, Inc. – West** dba **TNT Fireworks** 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 24 - July 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:

**Retail Sales of Safe and Sane Fireworks - TNT Firework Stand**

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

**\$3,600.00**

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

force majeure event, then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

**American Promotional Events, Inc. - West**  
**dba TNT Fireworks**  
**555 North Gilbert Street**  
**Fullerton, CA 92833**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Laura Lira, Director of Property**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Retail Sales of Safe and Sane Fireworks - TNT Firework Stand	<b>Contract No:</b>	R-038-21
<b>Contact Person:</b>	Laura Lira	<b>Phone:</b>	(714) 335-3733
<b>Event Dates:</b>	06/30/2021 - 07/04/2021	<b>Hours:</b>	06/30/2021 - 07/03/2021: 10:00 AM - 10:00 PM 07/04/2021: 9:00 AM - 9:00 PM
<b>Vehicle Parking Fee:</b>	No Parking Fee		<b>Projected Attendance:</b> 100
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Portion of Parking Lot E	06/24/2021 - 06/29/2021	Move In	Included
Portion of Parking Lot E	06/30/2021 - 07/04/2021	Event	3,360.00
Portion of Parking Lot E	07/05/2021 - 07/07/2021	Move Out	Included
<p>Hosting of this event in the above specified space, Parking Lot E, 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.</p> <p><b>Move out must be completed by 11:59 PM on Wednesday - July 7, 2021 to avoid additional charges.</b></p>			
Reimbursable Personnel Fees			
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>
<u>Outside Services</u>			<u>Actual</u>
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	240.00 EVT
			<b>Total:</b> 240.00
Summary			
Facility Rental Total			\$3,360.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$240.00
		<b>Grand Total:</b>	<b>\$3,600.00</b>
Payment Schedule			
<u>Payment Schedule</u>		<u>Due Date</u>	<u>Amount</u>
First Payment		Upon Signing	\$3,600.00
		<b>Total:</b>	<b>\$3,600.00</b>

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.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 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:

**The Original Market at OCF**

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

**\$7,970.00**

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.

**SLD LLC  
3801 Parkview Lane, Apt #8B  
Irvine, CA 92612**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: David Sesena, Promoter**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	The Original Market at OCF	<b>Contract No:</b>	R-040-21
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	05/29/2021	<b>Hours:</b>	Saturday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	Free Admission		

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000
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## Facility Rental Fees

<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
<b>Saturday</b>			
Parking Lot I	05/29/2021 07:00 AM - 10:00 AM	Move In	No Charge
Parking Lot I	05/29/2021 10:00 AM - 04:00 PM	Event	2,050.00
Parking Lot I	05/29/2021 04:00 PM - 06:00 PM	Move Out	No Charge
		<b>Total:</b>	<b>2,050.00</b>

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 29, 2021 to avoid additional charges.**

## Estimated Equipment Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
25 MB Internet - Hard Line	TBD	TBD EA	250.00 EA/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)	Estimate 10	10.00 EA	15.00 EA	150.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 7	7.00 EA	19.00 EA	133.00
Electrical Usage Rate	TBD	TBD EA	250.00 EVT	TBD
Electrical Splitter Box	TBD	TBD EA	25.00 EA	TBD
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	05/21/2021 - 05/29/2021	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	05/29/2021	2.00 EA	75.00 DAY	150.00
Portable PA System (2 Speakers)	TBD	TBD EA	150.00 EA/DAY	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Ticket Booth	TBD	TBD HR	100.00 EA	TBD
Wireless Internet Router	TBD	TBD HR	75.00 EVT	TBD
			<b>Total:</b>	<b>733.00</b>

## Reimbursable Personnel Fees

<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	TBD	TBD HR	62.50 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	05/29/2021 07:00AM - 05:00PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	05/29/2021 07:00AM - 05:00PM	1.00 EA	25.00 HR	250.00

# EXHIBIT A

<b>Event Information</b>						
Janitorial Attendant	05/29/2021 07:00AM - 05:00PM	2.00	EA	25.00	HR	500.00
Electrician	TBD	TBD	EA	62.50	HR	TBD
<b>Clean Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	TBD	TBD	HR	62.50	HR	TBD
<b>Event Sales &amp; Services</b>						
Event Coordinator	05/29/2021 07:00AM - 05:00PM	1.00	EA	50.00	HR	500.00
<b>Parking</b>						
Parking Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
<b>Safety &amp; Security</b>						
Security Attendant Lead	05/29/2021 09:30AM - 04:30PM	1.00	EA	30.00	HR	210.00
Security Attendant*	05/29/2021 09:30AM - 04:30PM	4.00	EA	25.00	HR	700.00

\*Security staffing subject to change based on operational needs.

## Outside Services

Emergency Medical Services	05/29/2021 09:30AM - 04:30PM	2.00	EA	26.00	HR	364.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
<b>Total:</b>						<b>3,687.00</b>

## **Summary**

Facility Rental Total						\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$4,420.00
Refundable Deposit						\$1,500.00
<b>Grand Total:</b>						<b>\$7,970.00</b>

## **Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$7,970.00
<b>Total:</b>		<b>\$7,970.00</b>

**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.

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### **EXHIBIT V**

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

### **OVATIONS FOOD SERVICES, L.P. dba SPECTRA**

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

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not 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, The Original Market at OCF must comply with request.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Trogdor and Sons** dba **Green Day Touring** 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 22 – 30, 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:

**Green Day Touring - Band Rehearsals**

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

**\$43,330.50**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. 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.

**Trogdor and Sons dba Green Day Touring  
3130 Wilshire Boulevard, Suite 600  
Santa Monica, CA 90403**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jason Zito, Production Manager**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Green Day Touring - Band Rehearsals	<b>Contract No:</b>	R-042-21
<b>Contact Person:</b>	Jason Zito	<b>Phone:</b>	(310) 282-5137
<b>Event Date:</b>	06/25/2021 - 06/29/2021	<b>Hours:</b>	Daily: 8:00 AM - 10:00 PM Rehearsal 06/25 - 06/29: 2:00 PM - 8:00 PM

<b>Vehicle Parking Fee:</b>	<b>Parking Buyout (See Summary)</b>	<b>Projected Attendance:</b>	20
<b>Facility Rental Fee</b>			
<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
<b>Tuesday</b>			
The Hangar	06/22/2021 08:00 AM - 10:00 PM	Move In	1,862.50
<b>Wednesday</b>			
The Hangar	06/23/2021 08:00 AM - 10:00 PM	Move In	1,862.50
<b>Thursday</b>			
The Hangar	06/24/2021 08:00 AM - 10:00 PM	Move In	1,862.50
<b>Friday</b>			
The Hangar	06/25/2021 08:00 AM - 10:00 PM	Event	3,725.00
<b>Saturday</b>			
The Hangar	06/26/2021 08:00 AM - 10:00 PM	Event	3,725.00
<b>Sunday</b>			
The Hangar	06/27/2021 08:00 AM - 10:00 PM	Event	3,725.00
<b>Monday</b>			
The Hangar	06/28/2021 08:00 AM - 10:00 PM	Event	3,725.00
<b>Tuesday</b>			
The Hangar	06/29/2021 08:00 AM - 10:00 PM	Event	3,725.00
<b>Wednesday</b>			
The Hangar	06/30/2021 08:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>24,212.50</b>

Hosting of this event in the above specified space, The Hangar, 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 Wednesday - June 30, 2021 to avoid additional charges.**

<b>Estimated Equipment Fees</b>					
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>	<b>Rate</b>	<b>Actual</b>	
10 MB Internet - Hard Line	06/22/2021 - 06/30/2021	1.00 EA	150.00 EA/DAY	1,350.00	
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD	
100 Amp Drop	Estimate 3	3.00 EA	180.00 EA	540.00	
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD	
Cable Ramp	TBD	TBD EA	15.00 EA	TBD	
Chair (Individual)	Estimate 20	20.00 EA	2.50 EA	50.00	
Dumpster	Estimate 9	9.00 EA	19.00 EA	171.00	
Electrical Usage	Estimate Only	1.00 EVT	2,250.00 EVT	2,250.00	
Forklift	TBD	TBD HR	75.00 HR	TBD	
Man Lift	TBD	TBD HR	75.00 HR	TBD	
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD	
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD	
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00	
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EVT	75.00	
<b>Total:</b>				<b>4,961.00</b>	

# EXHIBIT A

<b>Event Information</b>						
<b>Reimbursable Personnel Fees</b>						
<b>Description</b>	<b>Date-Time</b>	<b>Units</b>		<b>Rate</b>	<b>Actual</b>	
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Janitorial Attendant	Estimate 48 Hours	48.00	HR	25.00	HR	1,200.00
Electrician	Estimate 4 Hours	4.00	HR	62.50	HR	250.00
<b>Event Day</b>						
Janitorial Attendant	06/25/2021 Estimate 8 Hours	2.00	EA	25.00	HR	400.00
Janitorial Attendant	06/26/2021 Estimate 8 Hours	2.00	EA	25.00	HR	400.00
Janitorial Attendant	06/27/2021 Estimate 8 Hours	2.00	EA	25.00	HR	400.00
Janitorial Attendant	06/28/2021 Estimate 8 Hours	2.00	EA	25.00	HR	400.00
Janitorial Attendant	06/29/2021 Estimate 8 Hours	2.00	EA	25.00	HR	400.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 2 Hours	2.00	HR	25.00	HR	50.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	06/25/2021 Estimate 8 Hours	1.00	EA	50.00	HR	400.00
Event Coordinator	06/26/2021 Estimate 8 Hours	1.00	EA	50.00	HR	400.00
Event Coordinator	06/27/2021 Estimate 8 Hours	1.00	EA	50.00	HR	400.00
Event Coordinator	06/28/2021 Estimate 8 Hours	1.00	EA	50.00	HR	400.00
Event Coordinator	06/29/2021 Estimate 8 Hours	1.00	EA	50.00	HR	400.00
<b>Safety &amp; Security</b>						
Security Attendant	06/25/2021 07:00AM - 10:30PM	1.00	EA	25.00	HR	387.50
Security Attendant	06/26/2021 07:00AM - 10:30PM	1.00	EA	25.00	HR	387.50
Security Attendant	06/27/2021 07:00AM - 10:30PM	1.00	EA	25.00	HR	387.50
Security Attendant	06/28/2021 07:00AM - 10:30PM	1.00	EA	25.00	HR	387.50
Security Attendant	06/29/2021 07:00AM - 10:30PM	1.00	EA	25.00	HR	387.50
<b>Technology</b>						
Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
<b>Outside Services</b>						
Sound Engineer	TBD	TBD	EA	750.00	DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					<b>Total:</b>	<b>8,157.00</b>

## Summary

Facility Rental Total		\$24,212.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$13,118.00
Parking Buyout (Based on 20 vehicles at \$10.00 per vehicle, per day)		\$1,000.00
Refundable Deposit		\$5,000.00
	<b>Grand Total:</b>	<b>\$43,330.50</b>

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment - 25% Facility Fee	Upon Signing	\$6,053.00
Second Payment	05/21/2021	\$37,277.50
	<b>Total:</b>	<b>\$43,330.50</b>

# EXHIBIT A

## Event Information

**Please Remit Payment in \*Check or Credit Card Only\***

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

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

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

### **ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES**

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32<sup>nd</sup> 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.

### **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.

### **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 applicable 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.

### **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.

### **RIGGING**

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

# EXHIBIT A

## Event Information

### **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, Trogdor and Sons dba Green Day Touring must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Trogdor and Sons dba Green Day Touring must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Trogdor and Sons dba Green Day Touring 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.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **HSE Holdings 6 LLC** dba **American Consumer Show** 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

**September 11 - 12, 2021**

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

**See Exhibit A**

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

**California Bridal & Wedding Expo**

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

**\$16,255.00**

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. 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.

**HSE Holdings 6 LLC**  
**dba American Consumer Show**  
**6901 Jericho Turnpike, Suite 250**  
**Syosset, NY 11719**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Maria Palumbo, Director of New Business Development & Show Manager**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	California Bridal & Wedding Expo	<b>Contract No:</b>	R-002-21 REVISED	
<b>Contact Person:</b>	Maria Palumbo	<b>Phone:</b>	(516) 422-8125	
<b>Event Date:</b>	09/12/2021	<b>Hours:</b>	Sunday: 12:00 PM - 5:00 PM	
<b>Admission Price:</b>	TBD			
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Saturday</b>				
Costa Mesa Building (#10)	09/11/2021 09:00 AM - 05:00 PM	Move In	4,525.00	
<b>Sunday</b>				
Costa Mesa Building (#10)	09/12/2021 12:00 PM - 05:00 PM	Event	4,525.00	
			<b>Total:</b>	<b>9,050.00</b>
Hosting of this event in the above specified space, Costa Mesa Building, 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 Sunday - September 12, 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	09/12/2021	TBD DAY	250.00 DAY	TBD
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 4	4.00 EA	19.00 EA	76.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage	Estimate Only	1.00 EVT	500.00 EVT	500.00
Forklift	TBD	TBD EA	75.00 EA	TBD
Hang Tag - 1 Day	Estimate 20	20.00 EA	5.00 EA	100.00
Marquee Board	03/01/2021 - 09/12/2021	1.00 EA	Included	Included
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	09/12/2021	2.00 DAY	75.00 DAY	150.00
Public Address System (Per Building)	09/12/2021	1.00 DAY	75.00 DAY	75.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
			<b>Total:</b>	<b>1,366.00</b>
Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00
Electrician	Estimate 3 Hours	3.00 HR	62.50 HR	187.50
<b>Event Day</b>				
Grounds Attendant Lead	09/12/2021 11:00AM - 06:00PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	09/12/2021 11:00AM - 06:00PM	1.00 EA	25.00 HR	175.00
Janitorial Attendant	09/12/2021 11:00AM - 06:00PM	3.00 EA	25.00 HR	525.00
Electrician	09/12/2021 11:00AM - 06:00PM	1.00 EA	62.50 HR	437.50

# EXHIBIT A

Event Information						
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 3 Hours	3.00	HR	62.50	HR	187.50
<b>Event Sales &amp; Services</b>						
Event Coordinator	09/12/2021 11:00AM - 06:00PM	1.00	EA	50.00	HR	350.00
<b>Parking</b>						
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
<b>Safety &amp; Security</b>						
Security Attendant	09/12/2021 11:30AM - 05:30PM	2.00	EA	25.00	HR	300.00
<b>Technology</b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b>Outside Services</b>						
Emergency Medical Services	09/12/2021 11:30AM - 05:30PM	2.00	EA	26.00	HR	312.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
						<b>Total:</b> <b>4,339.00</b>
<b>Summary</b>						
Facility Rental Total						\$9,050.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$5,705.00
Refundable Deposit						\$1,500.00
						<b>Grand Total:</b> <b>\$16,255.00</b>

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$2,262.50
Second Payment	06/11/2021	\$4,664.00
Third Payment	07/12/2021	\$4,664.00
Fourth Payment	08/12/2021	\$4,664.50
		<b>Total:</b> <b>\$16,255.00</b>

**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

### **BANNERS**

All banner sizes and locations must be 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**

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

### **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.

### **STATE FIRE MARSHAL**

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



R\_\_\_\_\_

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**AMENDMENT TO HEALTH-RELATED EMERGENCY/COUNTY OF ORANGE – COVID TESTING SITE  
(APRIL 1 - APRIL 30, 2021)**

DATE: April 13, 2021

RENTAL AGREEMENT: R-009-21

AMENDMENT #1B

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

**SUBTRACTION 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			
Parking Lot E	04/01/2021- 04/30/2021	Event	Included
<b>Total:</b>			<b>Included</b>

**ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Picnic Table	04/01/2021 - 04/30/2021 Estimate 6	6.00 EA	15.00 EA	Included
Stanchion	04/01/2021 - 04/30/2021 Estimate 4	4.00 EA	5.00 EA	Included
Umbrella w/ Stand	04/01/2021 - 04/30/2021 Estimate 6	6.00 EA	5.00 EA	Included
<b>Total:</b>			<b>Included</b>	

**Summary**

Original Amendment #1 Facility Fee Total	\$0.00
<b>Revised Amendment #1B Facility Fee Total</b>	<b>\$0.00</b>

Original Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$3,623.00
<b>Revised Amendment #1B Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$3,623.00</b>

**Revised Grand Total:** \$3,623.00

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$3,623.00
<b>Payment Total:</b>		<b>\$3,623.00</b>

County of Orange

County Executive Office/Real Estate  
601 North Ross Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92701

32<sup>nd</sup> 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





R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO EQ GRAZE + HORSE FEED STORAGE  
(JANUARY – JULY 2021)**

DATE: April 14, 2021

RENTAL AGREEMENT: R-024-21

AMENDMENT #1

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

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday Parking Lot G – Corporate Lot	05/01/2021 - 07/31/2021	Event	\$3,600.00
<b>Total:</b>			<b>\$3,600.00</b>

<u>Payment Schedule</u>	<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment		Upon Signing	\$3,600.00
<b>Payment Total:</b>			<b>\$3,600.00</b>

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.

EQ Graze +  
2049 Tustin Avenue, #A  
Costa Mesa, CA 92627

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Jennifer Hernandez, Owner

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Joan Hamill, Chief Business Development Officer





R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO POWER OF ONE FOOD BANK  
(FEBRUARY – JULY 2021)**

DATE: April 22, 2021

RENTAL AGREEMENT: R-026-21REVISED      AMENDMENT #1

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

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot G – (Trailer Storage)	04/22/2021 - 07/01/2021	Event	No Charge
		<b>Total:</b>	<b>No Charge</b>

Please Remit Payment in \*Check or Credit Card\*

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

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

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

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Andre Roberson, President/CEO

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Joan Hamill, Chief Business Development Officer





R B. Dex Guyzman

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**AMENDMENT TO HEALTH-RELATED EMERGENCY/COUNTY OF ORANGE – COVID TESTING SITE  
(APRIL 1 - APRIL 30, 2021)**

DATE: April 13, 2021

RENTAL AGREEMENT: R-009-21

AMENDMENT #1B

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

**SUBTRACTION 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			
Parking Lot E	04/01/2021 - 04/30/2021	Event	Included
<b>Total:</b>			<b>Included</b>

**ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Picnic Table	04/01/2021 - 04/30/2021 Estimate 6	6.00 EA	15.00 EA	Included
Stanchion	04/01/2021 - 04/30/2021 Estimate 4	4.00 EA	5.00 EA	Included
Umbrella w/ Stand	04/01/2021 - 04/30/2021 Estimate 6	6.00 EA	5.00 EA	Included
<b>Total:</b>			<b>Included</b>	

**Summary**

Original Amendment #1 Facility Fee Total	\$0.00
<b>Revised Amendment #1B Facility Fee Total</b>	<b>\$0.00</b>

Original Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$3,623.00
<b>Revised Amendment #1B Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$3,623.00</b>

**Revised Grand Total:** \$3,623.00

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$3,623.00
<b>Payment Total:</b>		<b>\$3,623.00</b>

County of Orange

County Executive Office/Real Estate  
601 North Ross Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92701

32<sup>nd</sup> 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





R CD 4.22.21

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**AMENDMENT TO POWER OF ONE FOOD BANK  
(FEBRUARY – JULY 2021)**

DATE: April 22, 2021

RENTAL AGREEMENT: R-026-21REVISED      AMENDMENT #1

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

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot G – (Trailer Storage)	04/22/2021 - 07/01/2021	Event	No Charge
		<b>Total:</b>	<b>No Charge</b>

**Please Remit Payment in \*Check or Credit Card\***

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

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

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

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Andre Roberson, President/CEO

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Joan Hamill, Chief Business Development Officer





R D.BexGuyzman

A \_\_\_\_\_

**AMENDMENT TO SAND SPORTS SUPER SWAP  
(MAY 2021)**

DATE: May 4, 2021

RENTAL AGREEMENT: R-032-21

AMENDMENT #1

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

**ADDITION TO EXHIBIT A: EVENT INFORMATION**

Hours: 8:00 AM - 4:00 PM

**SUBTRACTION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
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)
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/22/2021 06:00AM - 02:00PM	1.00 EA	50.00 HR	(400.00)
<b>Total:</b>				<b>(1,270.00)</b>

**ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Grounds Attendant Lead	05/22/2021 07:00AM - 05:00PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	05/22/2021 07:00AM - 05:00PM	1.00 EA	25.00 HR	250.00
Janitorial Attendant	05/22/2021 07:00AM - 05:00PM	2.00 EA	25.00 HR	500.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/22/2021 07:00AM - 05:00PM	1.00 EA	50.00 HR	500.00
<b>Total:</b>				
<b>3,395.00</b>				

**Summary**

Original Rental Agreement Facility Fee Total	\$3,075.00
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$2,890.00
<b>Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$5,015.00</b>
Refundable Deposit	\$500.00
<b>Revised Grand Total:</b>	
	<b>\$8,590.00</b>





#### Payment Schedule

##### Payment Schedule

First Payment

Due Date  
*Upon Signing*

Amount  
**\$8,590.00**

**Payment Total:** **\$8,590.00**

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

**32<sup>nd</sup> 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**

