OC FAIR & EVENT CENTER
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2021

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
21537	Event Food Services U.S.A., Inc.	ICEE, hot dogs,chili hot dog, Frito boat, water	Family Fair Way	7/1/2021-8/20/2021	16' x 16'	$3,500
21538	Family A Fair, Inc.	Pink's Hot Dogs, bacon burrito dog, variety of fries, toppings, sodas	Country Meadows	7/1/2021-8/20/2021	35' x 30'	$3,500
21539	Fruit Caboose Concessions Inc.	Soft serve Ice Cream and Yogurt: Sundaes, Waffle Cones, Cake Cones, Plain or Dipped; Black and White Sundae, Ice Cream Sandwich, P & J Ice Cream Sundae, Cowpie, Banana Boat, Banana Split, Banana Foster, Frozen Banana, Big Drum, Ice Cream Smores, Strawberry Shortcake (add Ice Cream or Yogurt for additional cost), Chocolate Dipped Strawberry Bowl, Cheesecake on a Stick, Caramel Apple Basket, Chocolate Dipped Pickles, Chocolate Dipped Bacon, Old Fashioned Shakes, Floats; Toppings: Nuts or Sprinkles; Beverages: Lemonade/Strawberry Freezes, Soft Drinks, Iced Tea, Lemonade, Milk, Bottled Water.	Family Fair Way	7/1/2021-8/20/2021	28' X 15'	$3,500
21540	Fruit Caboose Concessions Inc.	Soft serve Ice Cream and Yogurt: Sundaes, Waffle Cones, Cake Cones, Plain or Dipped; Black and White Sundae, Ice Cream Sandwich, P & J Ice Cream Sundae, Cowpie, Banana Boat, Banana Split, Banana Foster, Frozen Banana, Big Drum, Ice Cream Smores, Strawberry Shortcake (add Ice Cream or Yogurt for additional cost), Chicolate Dipped Strawberry Bowl, Cheesecake on a Stick, Caramel Apple Basket, Chocolate Dipped Pickles, Chocolate Dipped Bacon, Old Fashioned Shakes, Floats; Toppings: Nuts or Sprinkles; Beverages: Lemonade/Strawberry Freezes, Soft Drinks, Iced Tea, Lemonade, Milk, Bottled Water.	Main Mall	7/1/2021-8/20/2021	35' x 14'	$3,500
21541	Fun Time Foods, LLC	Chocolate Chip Cookies, Fifty-Fifty Brownies, Ice Cream Cookie Sandwich, Edible Cookie Dough, Coffee, Milk, Bottled Water	Festival of Products	7/1/2021-8/20/2021	20' X 10'	$3,500
21542	HDS Fair Co. Inc.	Hot Dog on a Stick, Cheese on a Stick, Cream Cheese on a Stick, French Fries, Lemonade, Bottled Water	Main Mall	7/1/2021-8/20/2021	26' x 20'	$3,500
21543	J.L.Q. Concessions LLC	Plates, Bowls and Combos: Beef & Broccoli, Orange Chicken, Honey Walnut Shrimp, Mongolian Beef, Kung Pao Chicken, Teriyaki Chicken, Chicken, Beef and Veggie Sticks, Egg Rolls, Spring Rolls, Fried Rice, Chow Mein, Bahn Mi Sandwich	Main Mall	7/1/2021-8/20/2021	34' x 21'	$3,500
21544	J.L.Q. Concessions LLC	Fresh Mexican Food: Fish: Shrimp and Campechana cocktails; Tostados: Fish, Shrimp, Mixta, Fish Ceviche; Tacos: Grilled Fish, Fried Shrimp, Beef (Asada), Girlled Chicken, Al Pastor; Burritos: Veggie, Beef, Grilled Chicken, Supreme; Quesadillas: Cheese, Beef, Grilled Chicken, Supreme; Chips with Salsa, Ceviche, Nachos, Nacho Supreme, Special Nachos; Mexican Sandwiches: Beef or chicken Torta; Fruit Cups, Tostilocos Mangonada; Mexican Water, sodas, water	Main Mall	7/1/2021-8/20/2021	33' x 17'	$3,500
21547	June's Java Break, Inc. dba Maui Wowi	All Natural Fruit Smoothies, 100% Kona Coffee, Iced Coffee, Hot Chocolate, Variety of Regular and Sugar Free Syrups	Park Plaza	7/1/2021-8/20/2021	20' x 10'	$3,500
21548	L & S Concessions, Inc.	Sandwiches: Philly cheesesteak, hamburgers, cheeseburgers, fries, nachos, hot dogs, water, sodas.	Main Mall	7/1/2021-8/20/2021	30'x 24'	$3,500
21549	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, water	Carnival of Products	7/1/2021-8/20/2021	20' x 8'	$3,500
21550	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, water	Fair Square	7/1/2021-8/20/2021	25' x 10'	$3,500
21551	Lori's Concessions, Inc.	Gourmet burgers single or doubled: burgers, cheeseburger; Burgerrito, Dogerrito, protein wrap, hot dogs: specialty or stadium, kid's meal; fries, chili fries, beef and cheddar fries; coffee, sodas, frozen lemonade, water.	Main Mall	7/1/2021-8/20/2021	22' x 10'	$3,500

OC FAIR & EVENT CENTER
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2021

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
21552	Lori's Concessions, Inc.	Tasti Chips, onion rings, chili cheese chips, jalapeno cheese sauce, ranch, salsa, sodas, bottled water	Main Mall	7/1/2021-8/20/2021	24' x 8'	$3,500
21554	M. Hill Enterprises, Inc.	Ice Cream: soft serve in cups, cake or waffle cones, sundaes, hot fudge or banana royale sundaes, rootbeer floats, shakes or malts. Hand dipped bars with choice of one topping; frozen bananas, cheesecake on a stick; water, sodas.	Park Plaza	7/1/2021-8/20/2021	20' x 20'	$3,500
21555	M. Hill Enterprises, Inc.	Fresh squeezed lemonade, lemonade slushie, water.	Park Plaza	7/1/2021-8/20/2021	18' x 20'	$3,500
21556	M. Hill Enterprises, Inc.	Ice Cream: soft serve in cups, cake or waffle cones, sundaes, hot fudge or banana royale sundaes, rootbeer floats, shakes or malts. Hand dipped bars with choice of one topping; frozen bananas, cheesecake on a stick; water, sodas.	Midway Ave	7/1/2021-8/20/2021	20' x 18'	$3,500
21557	Noel's Foods, Inc.	Traditional and healthy choice Mexican food: burritos, bowls, sandwiches, vegetarian tacos, original tacos, Noel's tacos, fish tacos, kid's meals, nachos with jalapenos or deluxe with meat, California fries, taquitos, quesadilla, torta, taco salad; sides of rice, beans, guacamole, cheese, sour cream or jalapenos; churros, sodas, tea, bottled water, coffee and hot chocolate.	Centennial Way	7/1/2021-8/20/2021	50' x 20'	$3,500
21558	Orange County Wine Society	Wine Tasting, Wine Coolers, Fair Logo Glasses	Wine Courtyard	7/1/2021-8/20/2021		$3,500
21559	Papa Gino's Pizza	pizza by the slice, whole, on a stick or personal size: cheese, pepperoni; pizza bread, cheesy bread	Family Fair Way	7/1/2021-8/20/2021	28' x 20'	$3,500
21560	PHD and Me	Shave Ice with choice of one or two flavors; Bottled Water	Main Mall	7/1/2021-8/20/2021	10'x20'	$3,500
21561	Planet Popcorn, Inc.	Gourmet flavored popcorn	Fair Square	7/1/2021-8/20/2021	30' x 25'	$3,500
21562	Rainbow/Blue and White Concessions	Hamburgers: 1/4 and 1/2 pound, Cheeseburgers: 1/4 pound, Kart Wheel (Deep Fried Burger), Hot Dogs: Mile Long, 1/4 pound; Cheese Curds, Fries, Chili or Cheese Fries, Chili and Cheese Fries add Jalapenos or Kraut; Combo Meals: Hamburger, Hot Dog or Kid's Meal; Soft Drinks, Flavored Lemonades, Coffee and Bottled Water.	Country Lane	7/1/2021-8/20/2021	30' x 20'	$3,500
21564	Ray Cammack Shows, Inc.	20 food stands	Various Locations	7/1/2021-8/20/2021		$3,500
21565	Reno's Fish & Chips, Inc.	Gourmet appetizers: cheese and fruit plates, deli plates, vegetable plates, meatball sliders, cookies and drinks.	Courtyard	7/1/2021-8/20/2021	12'x8'	$3,500
21566	Reno's Fish & Chips, Inc.	Pasta, pizza, spaghetti, salads, meatballs, veggies, sausage, antipasta bread bowl, deli sandwich, spaghetti and meatball sandwich, tortellini, garlic bread, drinks: sodas, water, tea	Country Meadows	7/1/2021-8/20/2021	19'x8'	$3,500
21567	Reno's Fish & Chips, Inc.	Gourmet Fried Cheese- Fried: Ravioli, Mozzarella Sticks, Jumbo Mozzarella Stick, Cheese Kurds, Macaroni Cheese Bites, Bacon/Cheese Balls, Mixed Cheese Plate, Brie Plate, Cheese Sliders; Soft Drinks, Bottled Water	Plaza Pacifica Path	7/1/2021-8/20/2021	20'x10'	$3,500

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21536**
DATE **May 17, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Event Food Services U.S.A., Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MA #4** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	16' x 16'	Mobile Food - Trailer	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Chris Swanson
Event Food Services U.S.A., Inc.
2932 Astoria Circle
Corona, CA 92879
Phone (714) 863-7896
Email eventfoodsusa@yahoo.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

_____
Title

_____
Date

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Event Food Services U.S.A., Inc.
Location/Space: Midway Ave #4

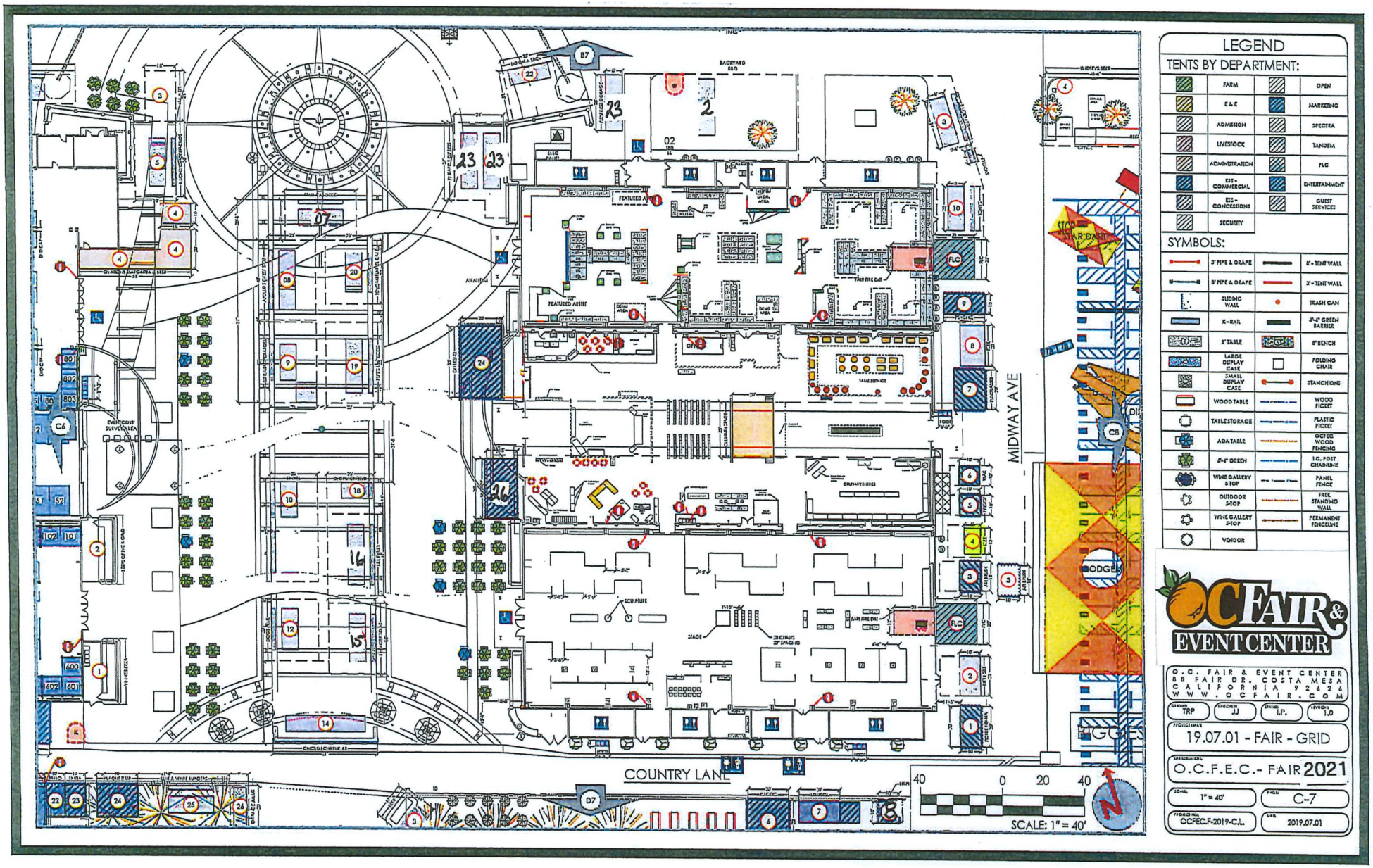
Agreement No: **21536**
Date: May 17, 2021

Beverages:
ICEE®
Bottled Water

Mile Long Hot Dog
Mile Long Chili Dog
Frito Boat
Fair Special Combo – Chili Dog or Hot Dog with Large ICEE®

Cheese

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
E&E - COMMERCIAL
ENTERTAINMENT
E&E - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' PIPE & DRAPE
SLIDING WALL
K-RAIL
8' TABLE
LARGE DISPLAY CASE
SMALL DISPLAY CASE
WOOD TABLE
TABLE STORAGE
ADA TABLE
8'-4" GREEN
WINE GALLERY STOP
OUTDOOR STOP
WINE GALLERY STOP
VENDOR
8' = TENT WALL
3' = TENT WALL
TRASH CAN
3'-4" GREEN BARRIER
8' BENCH
FOLDING CHAIR
STANCHIONS
WOOD PICKET
PLASTIC PICKET
OCFEC WOOD FENCING
I.C. POST CHAINLINK
PANEL FENCE
FREE STANDING WALL
PERMANENT FENCELINE
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
STATUS I.P.
REVISION 1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-7
OCFEC.F-2019-C.L.
DATE 2019.07.01
COUNTRY LANE
MIDWAY AVE
BACKYARD BBQ
FEATURED ARTIST
BEER GARDEN
EVENT CORP SURVEY AREA
CHOCOLOCHALE
BIGGES
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21538**
DATE **May 17, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Family A Fair, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #1** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. <u>MONDAYS & TUESDAYS DARK DURING FAIR.</u>**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	35' x 30'	Mobile Food - Trailer	$3,500.00
Camping 2 Spaces			$2,200.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces and Vendor Application Fee	$2,250.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Celia Smith
Family A Fair, Inc.
18700 Lake Perris Drive
Perris, CA 92571
Phone (951) 830-3280
Email family.fair@verizon.net

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Family A Fair, Inc. Agreement No: **21538**

Location/Space: Country Meadows #1 Date: May 17, 2021

Pink's Hot Dogs:
Betty White Dog
Rosie O'Donnell Dog
Martha Stewart Dog
Daytona Dog
Emeril "Bam" Dog
Colonel Klink Dog
Snoop Chili Cheese Dog
Ellen D. Veggie Dog
Turkey Dog
Kraut Dog
Bacon Chili Cheese Dog
Polish Dog-Mild or Spicy

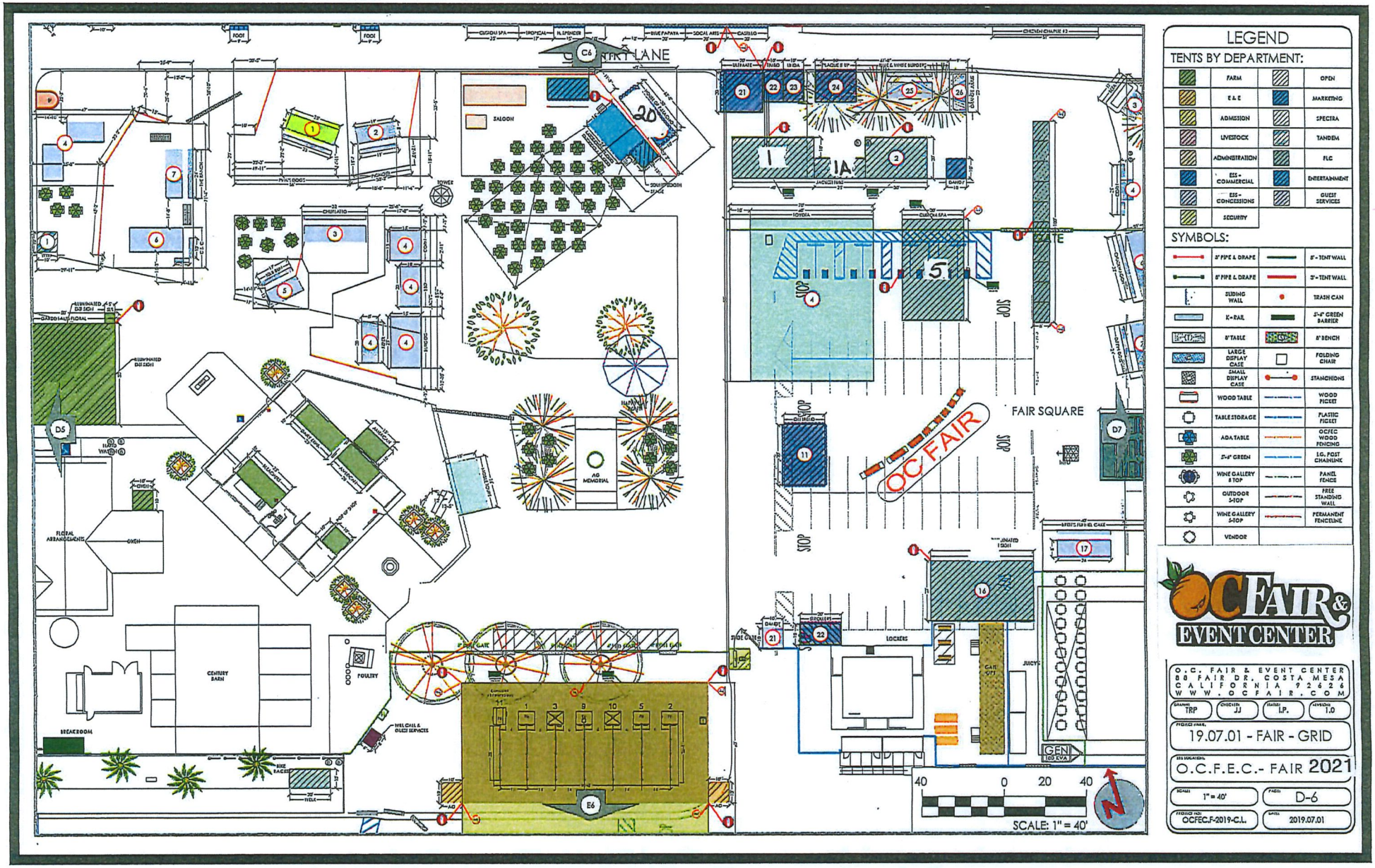
French Fries (Seasoned)
Chili Cheese Fries
Loaded Fries
Pastrami Chili Cheese Fries
Bacon Chili Cheese Fries
Bacon Ranch Fries
Bacon Nacho Fries

Add Fries and Medium Drink to Any Order

Extras
Chili
Cheese
Kraut
Coleslaw
Jalapenos
Sour Cream
Tomatoes
Ranch Dressing
Bacon Strips
Bacon Pieces
Pastrami
Guacamole
Gluten Free Bun

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3" PIPE & DRAPE
8' - TENT WALL
8" PIPE & DRAPE
3' - TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OC/FEC WOOD FENCING
3'-6" GREEN
I.G. POST CHAINLINK
WINE GALLERY & TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
DATE I.P.
REVISION 1.0
PROJECT NAME 19.07.01 - FAIR - GRID
FILE LOCATION O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE D-6
PROJECT NO. OCFEC.F-2019-C.L.
DATE 2019.07.01
FAIR SQUARE
OC FAIR
CENTRY LANE
SALOON
CENTURY BARN
POULTRY
AG MEMORIAL
LOCKERS
GATE
SCALE: 1" = 40'

REVIEWED_____ AGREEMENT NO. **21539**
APPROVED_____ DATE **May 17, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Fruit Caboose Concessions Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #13** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	28' X 15'	Mobile Food - Trailer	$3,500.00
Camping 3 Spaces			$3,300.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 3 Spaces and Vendor Application Fee	$3,350.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Ryann Newman
Fruit Caboose Concessions Inc.
1023 Flag Creek Road
Oroville, CA 95965
Phone (530) 624-7069
Email newmansline@yahoo.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
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6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
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11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

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25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Fruit Caboose Concessions Inc. Agreement No: **21539**

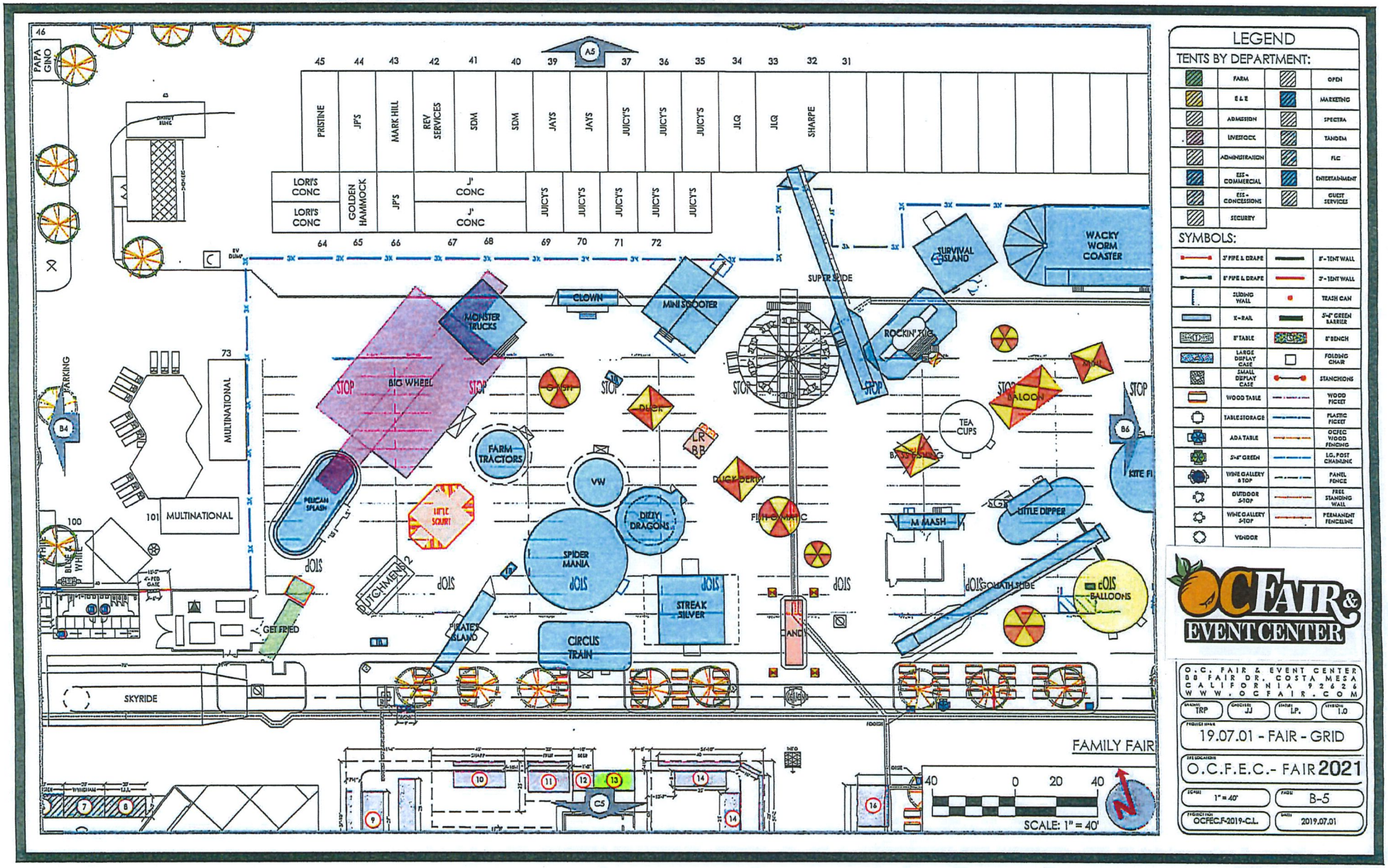
Location/Space: Family Fair Way #13 Date: May 17, 2021

Soft Serve Ice Cream:
Cones
Big Waffle Cone Sundae
Big Waffle Cone – Ice Cream Only
Sundaes
Black and White Sundae
Banana Boat Split
Brownie Split
Banana Foster Pie
Ice Cream Waffle Sandwich
Big Drum
Frozen Banana
Ice Cream Smores
Strawberry Shortcake
Strawberry Shortcake with Ice Cream
Chocolate Dipped Strawberries
Chocolate Dipped Cheesecake on a Stick
Caramel Apple Waffle Basket

Extras:
Toppings
Chocolate Dipped
Cup

Beverages:
Old Fashioned Shakes
Root Beer or Dream Floats
Frozen Lemonade
Frozen Diablito
Soft Drinks
Iced Tea
Lemonade
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'-TENT WALL
8' PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
X-RAIL
5'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 6 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
LP.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
B-5
OCFEC.F-2019-C.L.
2019.07.01
PRISTINE
JP'S
MARK HILL
REV SERVICES
SDM
SDM
JAYS
JAYS
JUICY'S
JUICY'S
JUICY'S
JLQ
JLQ
SHARPE
LORI'S CONC
LORI'S CONC
GOLDEN HAMMOCK
JP'S
J' CONC
J' CONC
JUICY'S
JUICY'S
JUICY'S
JUICY'S
JUICY'S
PAPA GINO
SHUTTLE BUS
SKYRIDE
EV DUMP
CLOWN
MONSTER TRUCKS
MINI SCOOTER
SUPER SLIDE
SURVIVAL ISLAND
WACKY WORM COASTER
ROCKIN' TUG
BIG WHEEL
FARM TRACTORS
VW
DIZZY DRAGONS
SPIDER MANIA
STREAK SILVER
CIRCUS TRAIN
PIRATES ISLAND
PELICAN SPLASH
LITTLE SQUIRT
DUTCHMEN 2
GET FRIED
MULTINATIONAL
MULTINATIONAL
PARKING
BLUE & WHITE
4-PED GATE
TEA CUPS
BALOON
LR BR
DUCK DERBY
FLIP-O-MATIC
M MASH
LITTLE DIPPER
GOLIATH SLIDE
BALLOONS
KITE FI
CANDY
FAMILY FAIR
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21540**
DATE **May 17, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Fruit Caboose Concessions Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #7** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	35' x 14'	Mobile Food - Trailer	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Ryann Newman
Fruit Caboose Concessions Inc.
1023 Flag Creek Road
Oroville, CA 95965
Phone (530) 624-7069
Email newmansline@yahoo.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

_____
Title

_____
Date

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Fruit Caboose Concessions Inc.
Location/Space: Main Mall #7

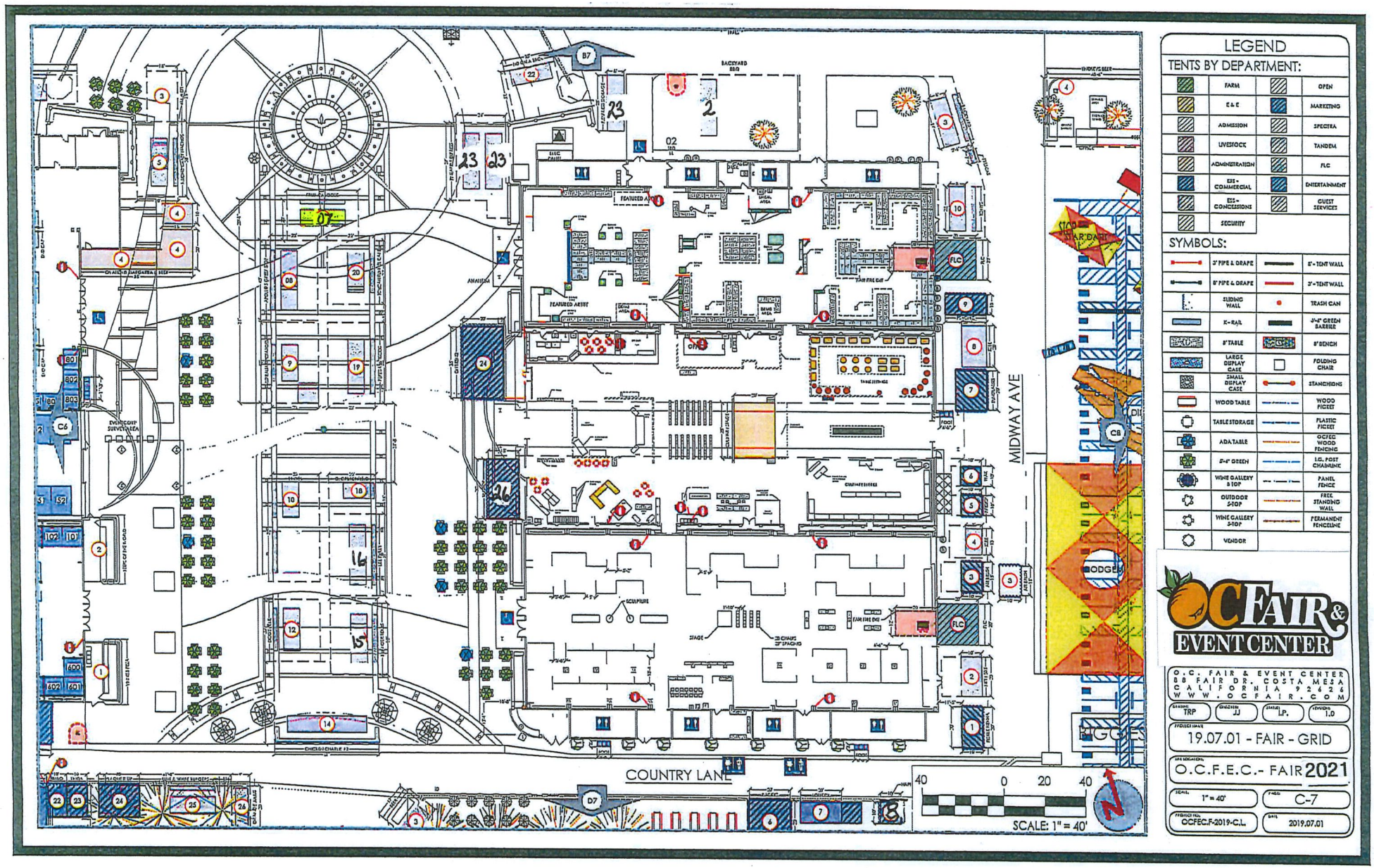
Agreement No: **21540**
Date: May 17, 2021

Soft Serve Ice Cream:
Cones
Big Waffle Cone Sundae
Big Waffle Cone – Ice Cream Only
Sundaes
Black and White Sundae
Banana Boat Split
Brownie Split
Banana Foster Pie
Ice Cream Waffle Sandwich
Big Drum
Frozen Banana
Ice Cream Smores
Strawberry Shortcake
Strawberry Shortcake with Ice Cream
Chocolate Dipped Strawberries
Chocolate Dipped Cheesecake on a Stick
Caramel Apple Waffle Basket

Extras:
Toppings
Chocolate Dipped
Cup

Beverages:
Old Fashioned Shakes
Root Beer or Dream Floats
Frozen Lemonade
Frozen Diablito
Soft Drinks
Iced Tea
Lemonade
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ES - COMMERCIAL
ENTERTAINMENT
ES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' - TENT WALL
8' PIPE & DRAPE
3' - TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
I.G. POST CHAINLINK
WINE GALLERY 8 STOP
PANEL FENCE
OUTDOOR 5-STOP
FREE STANDING WALL
WINE GALLERY 5-STOP
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O.C.F.E.C.- FAIR 2021
1" = 40'
C-7
OCFEC.F-2019-C.L.
2019.07.01
BACKYARD BBQ
FEATURED ARTIST
MIDWAY AVE
COUNTRY LANE
BIGGIES
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21541**
DATE **June 8, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Fun Time Foods, LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FP #117, #118** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. <u>MONDAYS & TUESDAYS DARK DURING FAIR.</u>**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	20' X 10'	Temporary Food	$3,500.00
Camping 2 Spaces			$2,200.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces and Vendor Application Fee	$2,250.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Gigimaria Horowitz
Fun Time Foods, LLC
11284 Westminster Avenue, #420
Garden Grove, CA 92843
Phone (714) 251-2735
Email gigihorowitz@gmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Fun Time Foods, LLC Agreement No: **21541**

Location/Space: Festival of Products #117, #118 Date: June 8, 2021

Chocolate Chip Cookies – Small, Medium, Large and Bucket Sizes

Fifty-Fifty Brownie
Fifty-Fifty Brownie a la mode

Chocolate Chip Cookie Ice Cream Sandwich
Chocolate Chip Cookie Ice Cream Sandwich –Three Pack

Beverages:
Coffee
Iced Coffee
Hot Tea
Hot Chocolate
Caramel Cappuccino
Hot Mocha Latte
Milk (Chocolate, Soy, Rice, Almond)
Bottled Water

NO REFILLS

EXHIBIT D

PRODUCT BOOTH
SOCIAL DISTANCE SPACEPLANNING
PRODUCT BOOTH #'S
FAIR SETUP LOCATIONS
CINNAMON ROLLS
JK DOTS
TIMBOS
RIVA
VISIONS BED
SAM LEATHER
HIGH SEAS
TIMBO'S
WEST COAST
LAPIS
KITCHEN/BATH
MULTINATIONAL
GHOST
SAFE
FOREVER YOUNG
CYNTHIA
C.B.
GARLIC
ENCORE
CAN U
JLI PRO
ALL ABOUT DIPS
ALLET
DISH NETWORK
MARK
GEOSHIS
O'DORSEY
STAR INT.
TCM
RUSSIAN SOUVENIRS
SUNSHINE
DERMAC
MYUHKA'S
TLC
NOBLE
INNOVATED
LEA'S
N.E. LEATHER
MEDI RUB
CLINE
REBORN
HAUSNER
T-MOBILE
JAKE
TIMBO'S
SHASTA ASK
VITA-MIX
PIZZAZZ
VERSA
CAL SPEC.
BORGIL
PIBE SPORT
DZ DESIGNS
SO. CAL
TEEN
WINTER
QUIET COOL
HOSE
SUN CO.
WYNDHAM
AUTOS'R'US
UNCOMMON USA
DIPLOMA
MOULTONS
RAMONS'S SANDALS
JACLEAN
RESPIRE
ALL WIRELESS
MAGIC
SO RELAX
DISH
BULL OUTDOOR
BAKESHOP
CAPAY
AMERICAN
FTI
NORWEX
CAUSAL LOOK
FIRST
BRIGHTER
TIMBO
SK TREASURE
PALMIERI
ZUG
ANDERSON
RED'S
HAWAIIAN
TRAEGER
AMERICAN SLEEP
PAVERS
HEALTH
UMBRELLAS
WATER
GREEN HOME
ARCADE
ADT
LICORICE
EAR BANGER
TIMBOS
BUDDAS
MATTRESS FIRM
WONDER PACK
CIGMA
CUTCO
KALEO
TURTLE
GREAT DESTINATIONS
QUIET COOL
PURFECT
PACKHAM CO.
360 REMODEL
DINH TRAN
MARIA'S
OPEN

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21542**
DATE **May 17, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **HDS Fair Co. Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #22** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	26' x 20'	Mobile Food - Trailer	$3,500.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Vendor Application Fee	$ 50.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Gary Barham
HDS Fair Co. Inc.
1620 Via Cancion
San Marcos, CA 92078
Phone (619) 756-5030
Email garyb13@mac.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

_____
Signature

_____
Title

Chief Operating Officer_____
Title

_____
Date

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

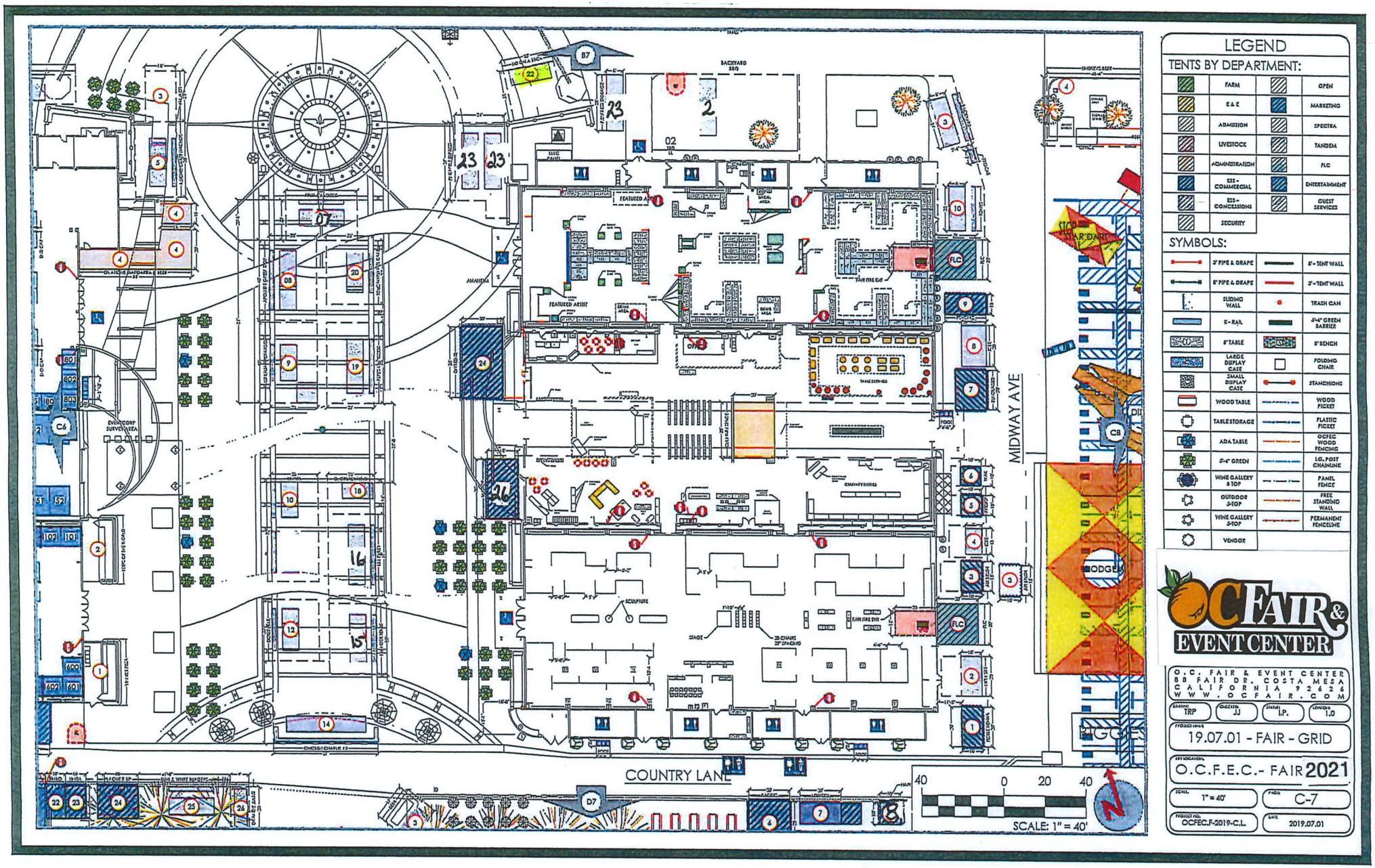
PRODUCTS AND OR SERVICES

HDS Fair Co. Inc.
Location/Space: Main Mall #22

Agreement No: **21542**
Date: May 17, 2021

Hot Dog on a Stick
Cheese on a Stick
Veggie Dog on a Stick
French Fries
Lemonade

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'- TENT WALL
8' PIPE & DRAPE
3'- TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWING TRP
CHECKED JJ
STATUS I.P.
REVISION 1.0
PROJECT NAME 19.07.01 - FAIR - GRID
SITE LOCATION O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-7
PROJECT NO. OCFEC.F-2019-C.L.
DATE 2019.07.01
MIDWAY AVE
COUNTRY LANE
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21543**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **J.L.Q. Concessions LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #10** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	34' x 21'	Mobile Food - Trailer	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Lola Ramirez
J.L.Q. Concessions LLC
11719 E. Ashlan
Sanger, CA 93657
Phone (559) 696-5471
Email lola.ramirez@yahoo.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____	_____
Signature	**Signature**
_____	**Chief Operating Officer**_____
Title	**Title**
_____	_____
Date	**Date**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

J.L.Q. Concessions LLC Agreement No: **21543**

Location/Space: Main Mall #10 Date: May 18, 2021

Asian Inspired Cuisine

Build Your Plate:
Two Entrées and One Side or Half & Half
Three Entrées and One Side or Half & Half

Build Your Bowl:
One Entrée and One Side

Entrées:
Beef & Broccoli
Orange Chicken
Teriyaki Chicken
Honey Walnut Shrimp
Mongolian Beef
Kung Pao Chicken
Shrimp Tempura

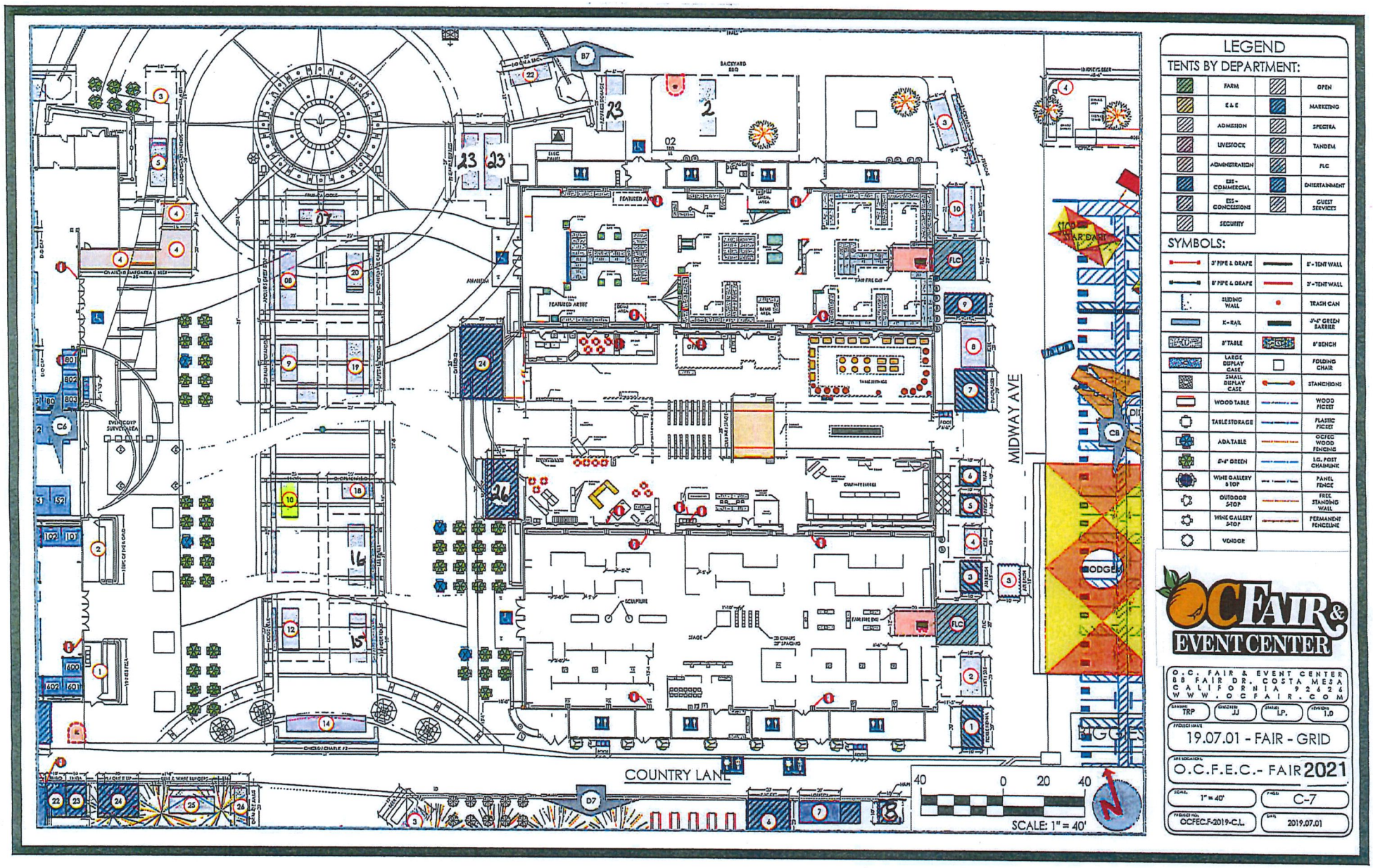
Sides:
Chow Mein
Fried Rice
Steamed Rice

House Specials:
Orange Chicken Burrito
Pokey Bowl

More Sides:
Egg Rolls
Won Tons
Pot Stickers
Veggie Rice
Fried Rice and Chow Mein

Beverages:
Soft Drinks
Iced Tea
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
E&S - COMMERCIAL
ENTERTAINMENT
E&S - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'=TENT WALL
8' PIPE & DRAPE
3'=TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'x2' GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OC/FEC WOOD FENCING
5'x4' GREEN
I.G. POST CHAINLINE
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR., COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
SHEET I.P.
REVISION 1.0
PROJECT NAME 19.07.01 - FAIR - GRID
LOCATION O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-7
PROJECT NO. OCFEC.F-2019-C.L.
DATE 2019.07.01
MIDWAY AVE
COUNTRY LANE
BACKYARD BBQ
FEATURED ARTIST
SCULPTURE
STAGE
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21544**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **J.L.Q. Concessions LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #19** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	33' x 17'	Mobile Food - Trailer	$3,500.00
Camping 2 Spaces			$2,200.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces and Vendor Application Fee	$2,250.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Lola Ramirez
J.L.Q. Concessions LLC
11719 E. Ashlan
Sanger, CA 93657
Phone (559) 696-5471
Email lola.ramirez@yahoo.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
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10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

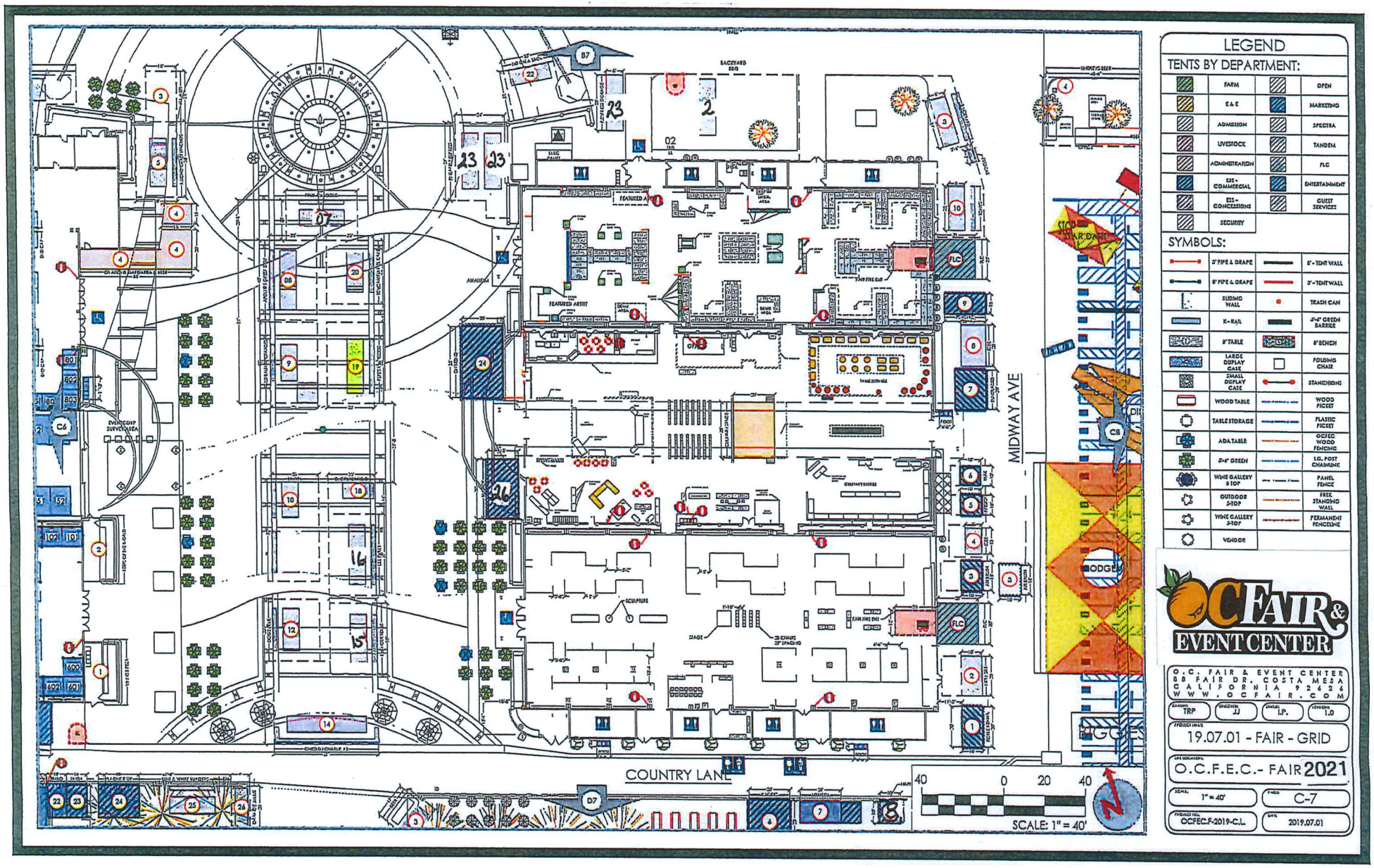
J.L.Q. Concessions LLC Agreement No: **21544**
Location/Space: Main Mall #19 Date: May 18, 2021

Fresh Mexican Food:

Cocktails:
Shrimp
Shrimp with Octopus
Campechana-Shrimp, Octopus & Abalone
Tostadas:
Fish Ceviche
Shrimp Ceviche
Mixta
Shrimp Tostada Plate
Tacos:
Grilled Fish
Fried Shrimp
Beef (Asada)
Grilled Chicken
Al Pastor
Veggie (Whole Bean)
Combo Plates
Burritos:
Veggie
Beef (Asada)
Grilled Chicken
Veggie with Meat
Quesadillas:
Cheese
Beef (Asada)
Grilled Chicken
Supreme
Combo Plate
Chips:
Chips & Salsa
Chips & Guacamole
Chips & Ceviche
Nachos (cheese only)
Beef (Asada) Nachos
Grilled Chicken Nachos
Nachos Supreme
Tortas:
Beef (Asada)
Chicken

Beverages:
Soft Drinks
Aqua Frescas
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
E&E - COMMERCIAL
ENTERTAINMENT
E&E - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
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SLIDING WALL
TRASH CAN
K-RAIL
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8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
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88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWING TRP
CHECKED JJ
DATE I.P.
REVISION 1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-7
OCFEC.F-2019-C.L.
DATE 2019.07.01
MIDWAY AVE
COUNTRY LANE
BACKYARD BBQ
FEATURED ARTIST
FEATURED AREA
BEER GARDEN
BIG GAME
SCULPTURE
STAGE
FLC
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21547**
DATE **May 26, 2021**
Revised May 26, 2021

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **June's Java Break, Inc. dba Maui Wowi** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **PP #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. <u>MONDAYS & TUESDAYS DARK DURING FAIR.</u>**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type		Amount
Guaranteed Payment	20' x 23'	Mobile Food -Trailer		$3,500.00
Vendor Application Fee			PAID	- $ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Vendor Application Fee - **PAID IN FULL**	- $ 50.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

June Padua
June's Java Break, Inc. dba Maui Wowi
346 South Tracy Lane
Orange, CA 92869
Phone (714) 866-9862
Email junesjavabreak@yahoo.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

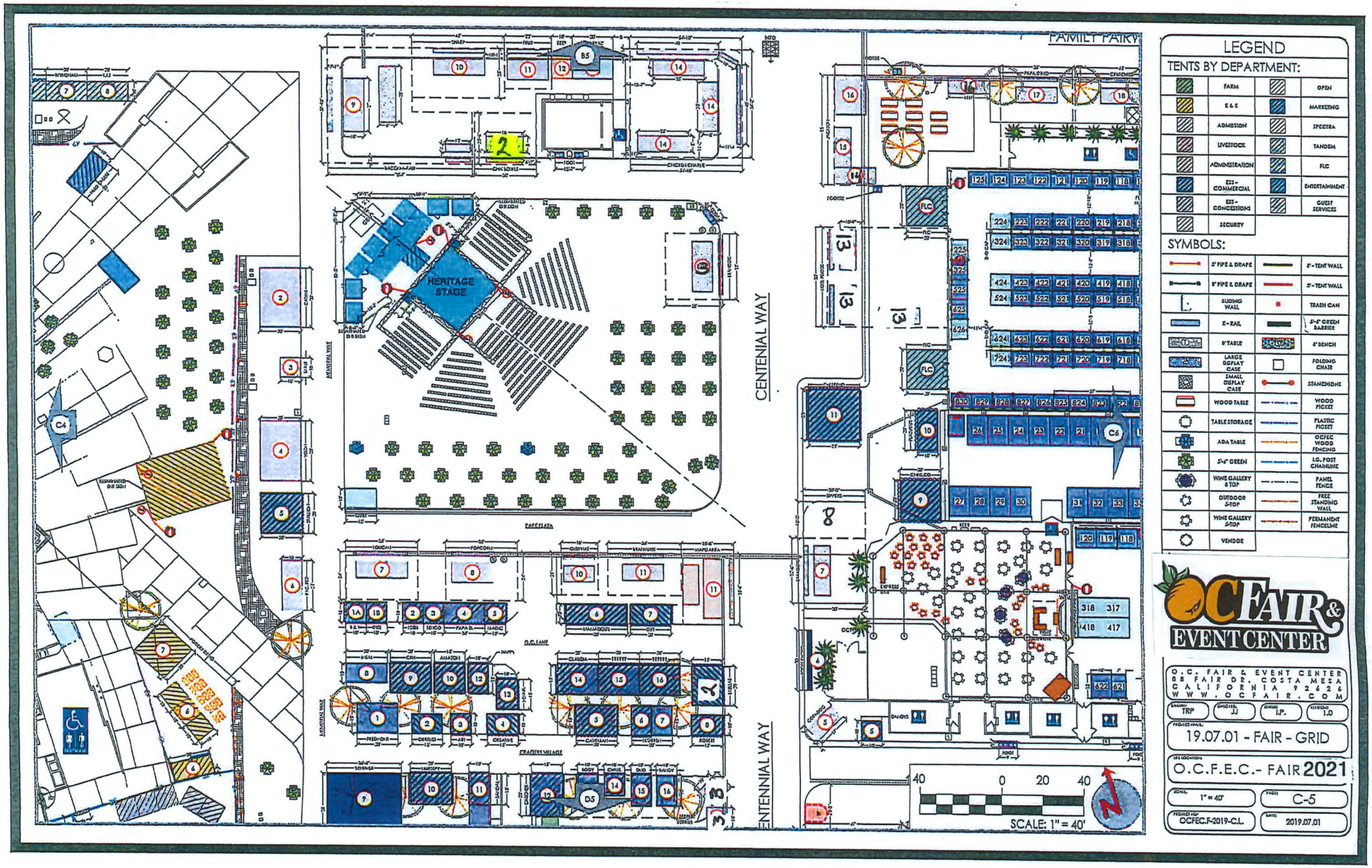
June's Java Break, Inc. dba Maui Wowi
Location/Space: Park Plaza #2

Agreement No: **21547**
Date: May 26, 2021
Revised May 26, 2021

Smoothies:
Strawberry
Pina Colada
Mango Orange
Tropical Fruit
Dreamsicle (Mango, Orange and Pina Colada)
Hawaiian Breeze (Strawberry and Mango Orange)
Wistful Waikiki (Strawberry and Pina Colada)

Hawaiian Coffee
Iced Coffee
Flavored Syrups
Hot Koko

EXHIBIT D


HERITAGE STAGE
CENTENNIAL WAY
FAMILY FAIRY
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
EES - COMMERCIAL
ENTERTAINMENT
EES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
2" PIPE & DRAPE
8' TENT WALL
8' PIPE & DRAPE
3' TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
5'-6" GREEN BARRIER
8' TABLE
6' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
LG. POST CHAINLINE
WINE GALLERY 6 TOP
PANEL FENCE
OUTDOOR 6-TOP
FREE STANDING WALL
WINE GALLERY 6-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
I.P.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
C-5
OCFEC.F-2019-C.L.
2019.07.01
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21548**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **L & S Concessions, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #15** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	30'x 24'	Mobile Food - Trailer	$3,500.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Vendor Application Fee	$ 50.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Ryan Long
L & S Concessions, Inc.
1057 Chisholm Court
San Dimas, CA 91773
Phone (909) 732-4260
Email longandshortcon@gmail.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

_____
Title

_____
Date

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
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8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
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11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

L & S Concessions, Inc. Agreement No: **21548**

Location/Space: Main Mall #15 Date: May 18, 2021

Sandwiches
Philly Cheesesteak
Roast Beef
BBQ Beef
Korean BBQ Beef Dip with Napa Slaw and Au Jus

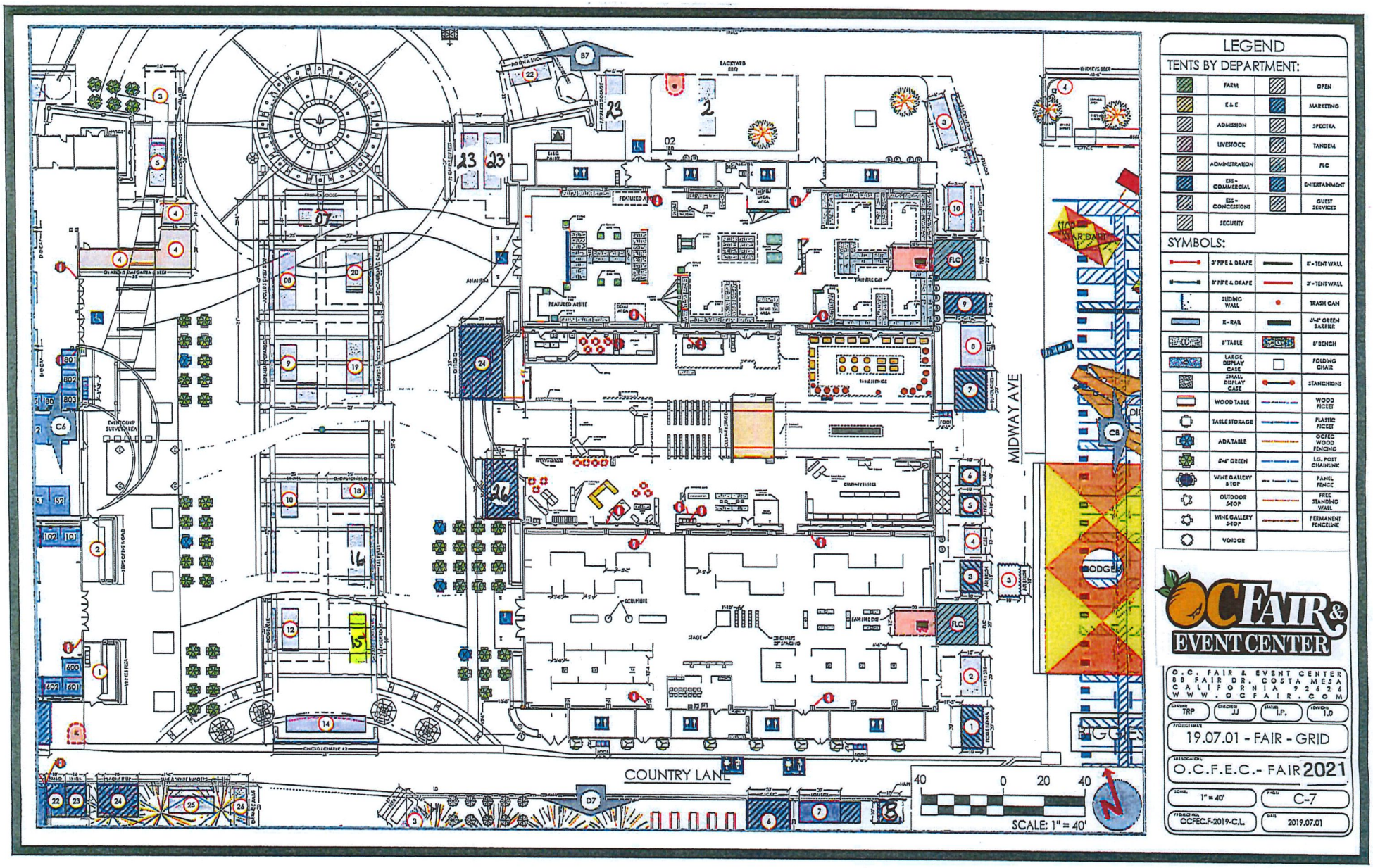
Hamburger
Cheeseburger
Bacon Cheeseburger (Double)
Hot Dog
Nacho Cheese Chili Dog

Make any Item a Combo-Fries and Medium Drink
Kid's Meal

Sides
French Fries
Loaded Fries
Cheese Fries
Philly Cheese Fries
Chili Cheese Fries
Chili Fries
Tater Tots
Tater Tots with Chili, Cheese and Bacon
Cheese Nachos
Add Cheese

Beverages
Soft Drinks
Lemonade
Iced Tea
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'-TENT WALL
8' PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-4' GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6' GREEN
I.G. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 8TOP
FREE STANDING WALL
WINE GALLERY 8TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA, CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
I.P.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
C-7
OCFEC.F-2019-C.L.
2019.07.01
BACKYARD BBQ
FEATURED ARTIST
FEATURED ARTIST
MIDWAY AVE
COUNTRY LANE
BIGGIES
SCULPTURE
STAGE
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21549**
DATE **June 9, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Leap of Faith Adventures, Inc. dba JK Dots** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #119, #120** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. <u>MONDAYS & TUESDAYS DARK DURING FAIR.</u>**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	20' x 8'	Temporary Food - Inline	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Jan or Karen Gary
Leap of Faith Adventures, Inc. dba JK Dots
935 Poinsettia Avenue, Suite #204
Vista, CA 92081
Phone (760) 801-2302
Email jkdots@hotmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Leap of Faith Adventures, Inc. dba JK Dots Agreement No: **21549**

Location/Space: Carnival of Products #119, #120 Date: June 9, 2021

Dippin' Dots Ice Cream, Yogurt and Non Dairy Ice Products
Cup
Toppings

Shakes
Floats
Sundaes
Fruit Smoothies

Beverages
Soft Drinks
Bottled Water

EXHIBIT D

OC FAIR & EVENT CENTER

REVIEWED_____ AGREEMENT NO. **21550**
APPROVED_____ DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Leap of Faith Adventures, Inc. dba JK Dots** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #7** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	25' x 10'	Mobile Food - Trailer	$3,500.00
Camping 1 Space			$1,100.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 1 Space and Vendor Application Fee	$1,150.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Jan or Karen Gary
Leap of Faith Adventures, Inc. dba JK Dots
935 Poinsettia Avenue, Suite #204
Vista, CA 92081
Phone (760) 801-2302
Email jkdots@hotmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Leap of Faith Adventures, Inc. dba JK Dots Agreement No: **21550**

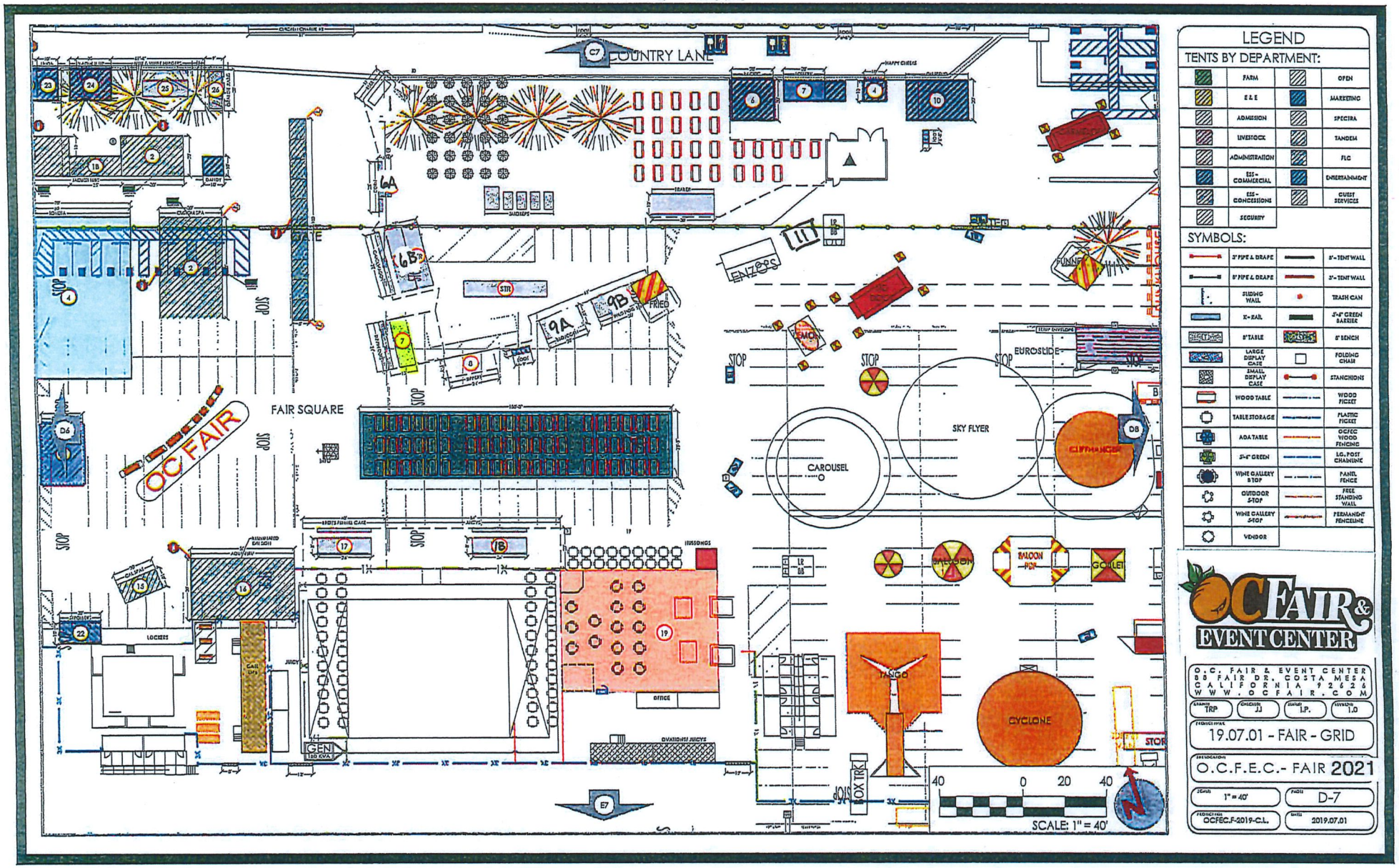
Location/Space: Fair Square #7 Date: May 18, 2021

Dippin' Dots Ice Cream, Yogurt and Non Dairy Ice Products
Cup
Toppings

Shakes
Floats
Sundaes
Fruit Smoothies

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


COUNTRY LANE
GATE
FAIR SQUARE
OC FAIR
CAROUSEL
SKY FLYER
EUROSLIDE
CYCLONE
TANGO
BALOON POP
GOALLET
OFFICE
LOCKERS
STOP
SCALE: 1" = 40'
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
EES - COMMERCIAL
ENTERTAINMENT
EES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'-TENT WALL
5' PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-4' GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
3'-4' GREEN
LG. POST CHAINLINK
WINE GALLERY 8 STOP
PANEL FENCE
OUTDOOR 8-STOP
FREE STANDING WALL
WINE GALLERY 5-STOP
PERMANENT FENCELINE
VENDOR
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
I.P.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
D-7
OCFEC.F-2019-C.L.
2019.07.01

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21551**
DATE **May 21, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Lori's Concessions, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	22' x 10'	Mobile Food - Trailer	$3,500.00
Camping 1 Space			$1,100.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 1 Space and Vendor Application Fee	$1,150.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Lori C. Southerlend
Lori's Concessions, Inc.
535 Hilo Way
Vista, CA 92081
Phone (760) 594-1549
Email tastichips1@gmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Lori's Concessions, Inc. Agreement No: **21551**

Location/Space: Main Mall #8 Date: May 21, 2021

Burgers
West Texas BBQ Bacon Cheeseburger
Jalapeno Cheeseburger
Cheeseburger
Protein Wrap Cheeseburger
Hamburger
Green Acres Fire Burger

Kid's Meal-Small Burger or Small Hot Dog, Apple Slices and Juice Box

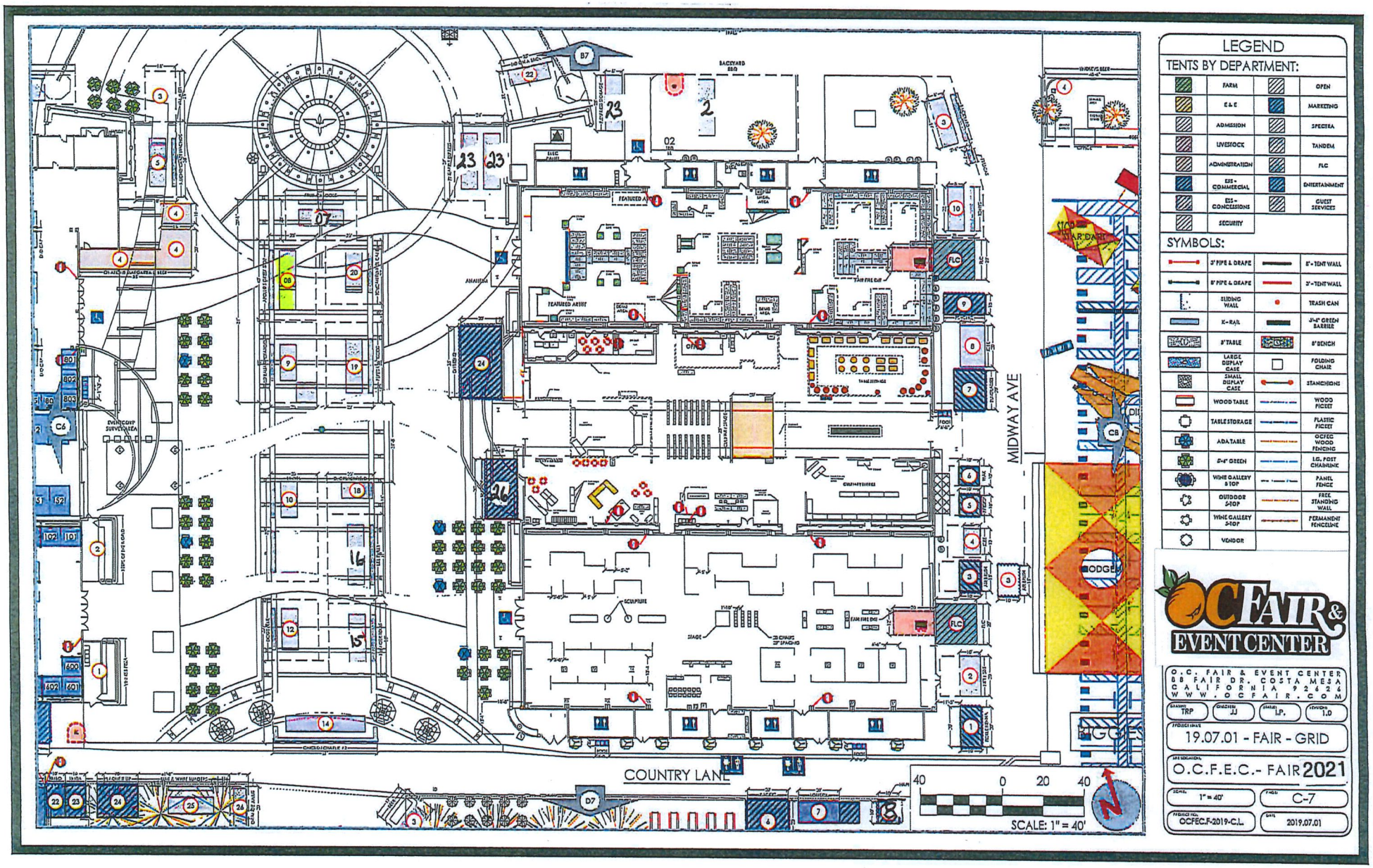
Hot Dogs
All Beef Hot Dog
All Beef San Fran Dog
All Beef Chili Cheese Dog

Fries
French Fries
Spicy Cheese Curd Fries
Chili Cheese Fries

Extras
Cheese
Patty
Applewood Smoked Bacon
Avocado
Side of Cheese Curds

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


LEGEND
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3'x6' GREEN BARRIER
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8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
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TABLE STORAGE
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ADA TABLE
OCFEC WOOD FENCING
8'-4' GREEN
I.G. POST CHAINLINK
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C-7
OCFEC.F-2019-C.L.
2019.07.01
MIDWAY AVE
COUNTRY LANE
BACKYARD BBQ
FEATURED ARTIST
FAIR FIRE EXIT
SCULPTURE
STAGE
EVENT CORP SURVEY AREA
DODGE
40 0 20 40
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21552**
DATE **May 21, 2021**
Revised May 21, 2021

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Lori's Concessions, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #9** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	24' x 8'	Mobile Food - Trailer	$3,500.00
Camping 2 Spaces			$2,200.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces	$2,200.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Lori C. Southerlend
Lori's Concessions, Inc.
535 Hilo Way
Vista, CA 92081
Phone (760) 594-1549
Email tastichips1@gmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Lori's Concessions, Inc.
Location/Space: Main Mall #9

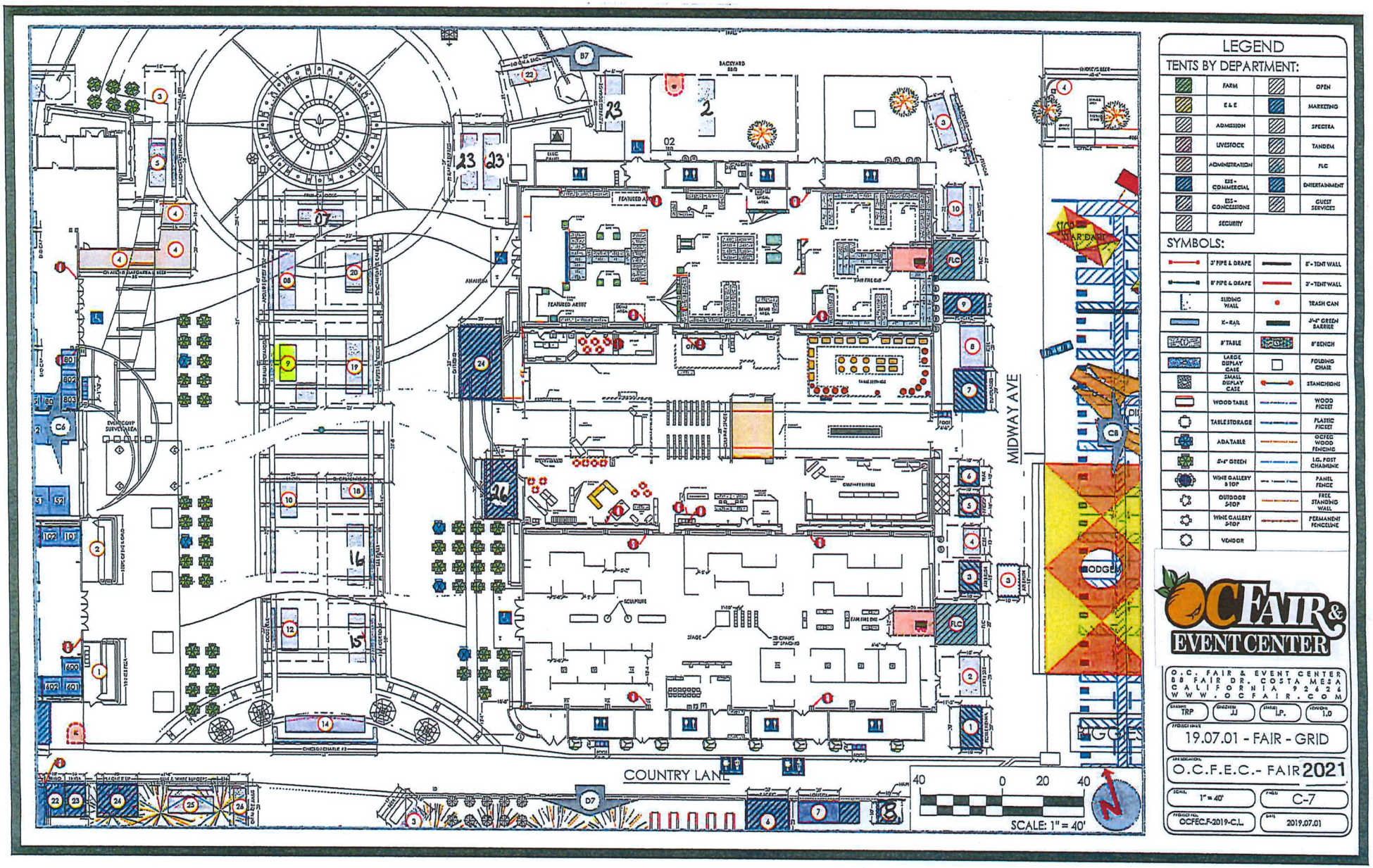
Agreement No: **21552**
Date: May 21, 2021
Revised May 21, 2021

Tasti Chips®
Parmesan Garlic Chips

Toppings
Cheese Sauces
Garlic Parmesan
Ranch Dressing
Sliced Jalapenos

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ES - COMMERCIAL
ENTERTAINMENT
ES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' - TENT WALL
8' PIPE & DRAPE
3' - TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
I.G. POST CHAINLINK
WINE GALLERY 8 STOP
PANEL FENCE
OUTDOOR 5-STOP
FREE STANDING WALL
WINE GALLERY 5-STOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR., COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
APPROVED I.P.
REVISION 1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-7
OCFEC.F-2019-C.L.
DATE 2019.07.01
MIDWAY AVE
COUNTRY LANE
BACKYARD BBQ
FEATURED ARTIST
FEATURED ARTIST
ANAHEIM
EVENT COMP SURVEY AREA
SCULPTURE
STAGE
FAIR FIRE EXIT
ELEC PANEL
DODGE
SCALE: 1" = 40'
40 0 20 40

REVIEWED_____ AGREEMENT NO. **21554**
APPROVED_____ DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **M. Hill Enterprises, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **PP #10** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Mark Hill
M. Hill Enterprises, Inc.
1151 Deborah Street
Upland, CA 91784
Phone (951) 288-9808
Email oldetymeicecream1@gmail.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____	_____
Signature	**Signature**
_____	**Chief Operating Officer**_____
Title	**Title**
_____	_____
Date	**Date**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

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25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

M. Hill Enterprises, Inc.
Location/Space: Park Plaza #10

Agreement No: **21554**
Date: May 18, 2021

Soft Serve Ice Cream
Cup
Cone
Waffle Cone
Chocolate Dip
Ice Cream Sundaes
Hot Fudge Sundae
Salted Caramel Hot Fudge Sundae
Milk Shakes
Malts
Banana Royale Sundae
Floats
Ice Cream Sodas

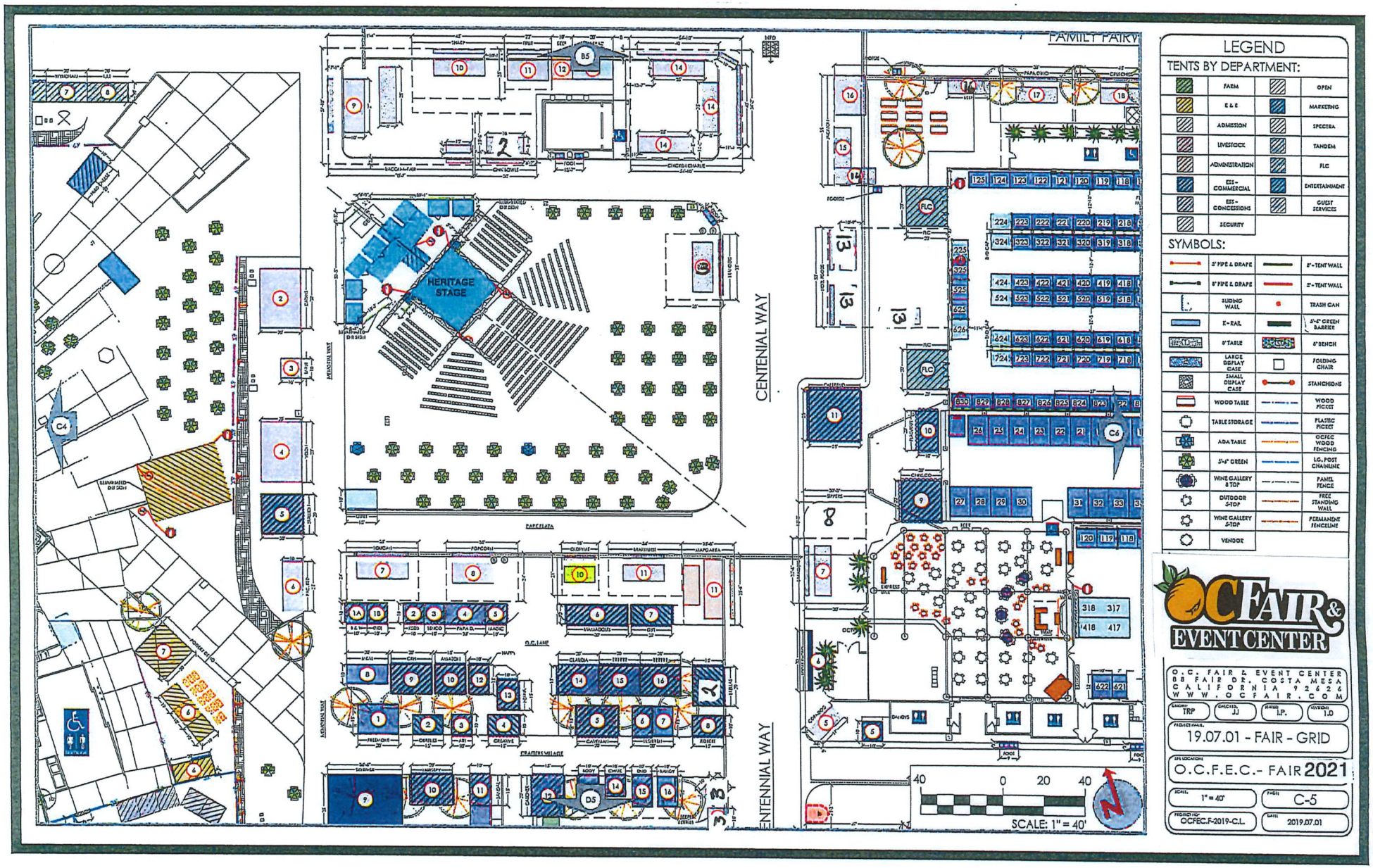
Hand Dipped-All Items Include One Topping
Ice Cream Bars
Frozen Banana
Cheesecake on a Stick
Rice Krispy Treats Dipped in Chocolate

Toppings

Nitro Coffee
Coffee
Float, Shake or Malt

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


HERITAGE STAGE
CENTENIAL WAY
FAMILY FAIRY
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ES - COMMERCIAL
ENTERTAINMENT
ES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
2" PIPE & DRAPE
8" PIPE & DRAPE
SLIDING WALL
K-RAIL
8' TABLE
LARGE DISPLAY CASE
SMALL DISPLAY CASE
WOOD TABLE
TABLE STORAGE
ADA TABLE
5'-6" GREEN
WINE GALLERY 6' TOP
OUTDOOR 5' TOP
WINE GALLERY 5' TOP
VENDOR
8'-TENT WALL
2'-TENT WALL
TRASH CAN
5'-6" GREEN BARRIER
8' BENCH
FOLDING CHAIR
STANCHIONS
WOOD PICKET
PLASTIC PICKET
OCFEC WOOD FENCING
LG. POST CHAINLINK
PANEL FENCE
FREE STANDING WALL
PERMANENT FENCELINE
OC FAIR & EVENT CENTER
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WWW.OCFAIR.COM
TRP
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LP.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
C-5
OCFEC.F-2019-C.L.
2019.07.01
40 0 20 40
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21555**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **M. Hill Enterprises, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **PP #11** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	18' x 20'	Mobile Food - Trailer	$3,500.00
Camping 1 Space			$1,100.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 1 Space and Vendor Application Fee	$1,150.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

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14. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Mark Hill
M. Hill Enterprises, Inc.
1151 Deborah Street
Upland, CA 91784
Phone (951) 288-9808
Email oldetymeicecream1@gmail.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

_____
Signature

_____
Title

Chief Operating Officer_____
Title

_____
Date

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

M. Hill Enterprises, Inc.
Location/Space: Park Plaza #11

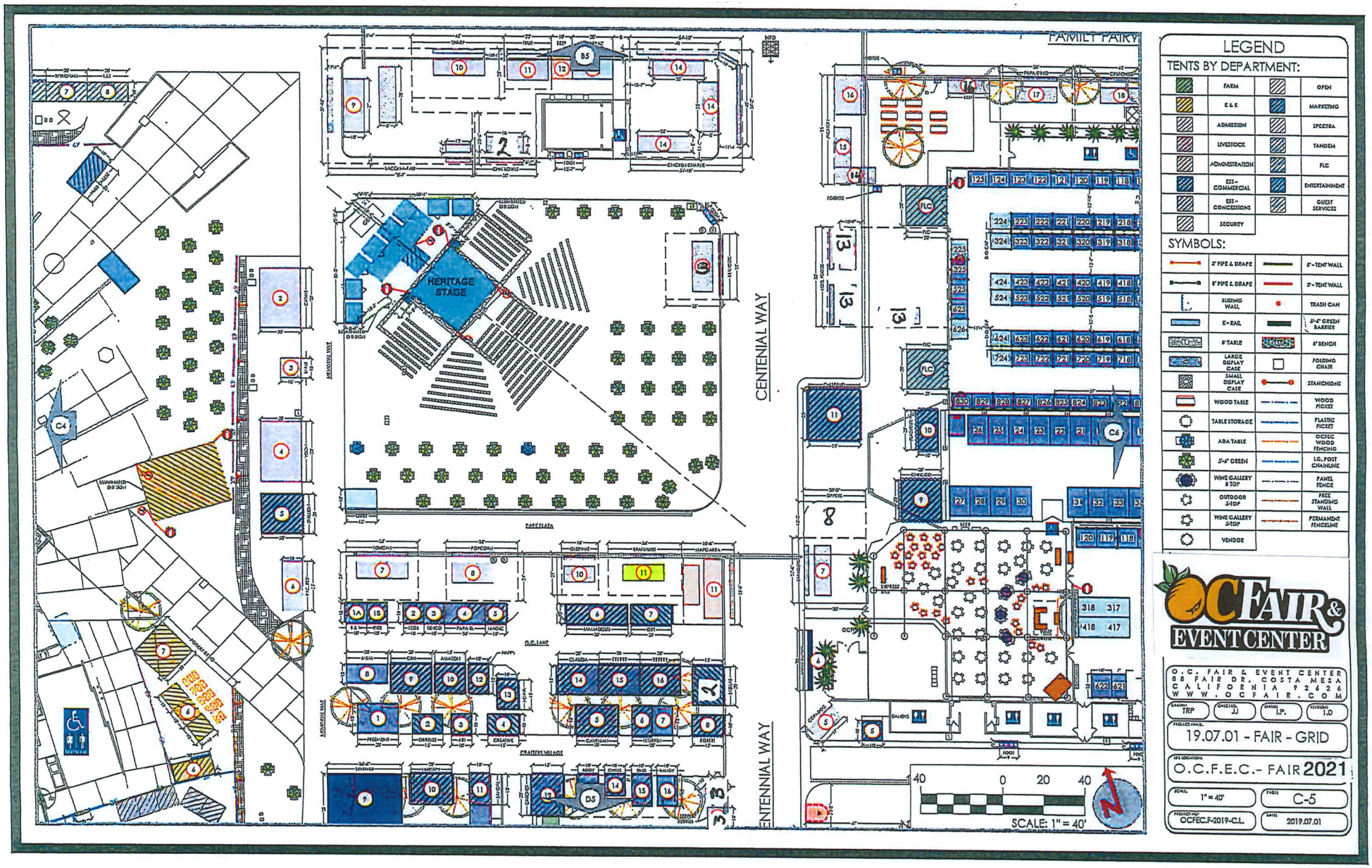
Agreement No: **21555**
Date: May 18, 2021

Fresh Squeezed Lemonade
Fresh Squeezed BBQ Lemonade
Giant Slushie-Lemon or Strawberry
Minute Maid® Frozen Lemonade-Lemon or Strawberry
ThunderKing Nitro-Coffee & Lemonade

Soft Pretzel
Cheese

Bottled Water

EXHIBIT D


HERITAGE STAGE
CENTENNIAL WAY
FAMILY FAIRY
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
EES - COMMERCIAL
ENTERTAINMENT
EES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3" PIPE & DRAPE
8' TENT WALL
8' PIPE & DRAPE
12' TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
5'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
LP.
LD
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
C-5
OCFEC.F-2019-C.L.
2019.07.01
SCALE: 1" = 40'

REVIEWED_____ AGREEMENT NO. **21556**
APPROVED_____ DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **M. Hill Enterprises, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MA #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	20' x 18'	Mobile Food - Trailer	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Mark Hill
M. Hill Enterprises, Inc.
1151 Deborah Street
Upland, CA 91784
Phone (951) 288-9808
Email oldetymeicecream1@gmail.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____	_____
Signature	**Signature**
_____	**Chief Operating Officer**_____
Title	**Title**
_____	_____
Date	**Date**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

M. Hill Enterprises, Inc.
Location/Space: Midway Ave #8

Agreement No: **21556**
Date: May 18, 2021

Soft Serve Ice Cream
Cup
Cone
Waffle Cone
Chocolate Dip
Ice Cream Sundaes
Hot Fudge Sundae
Salted Caramel Hot Fudge Sundae
Milk Shakes
Malts
Banana Royale Sundae
Floats
Ice Cream Sodas

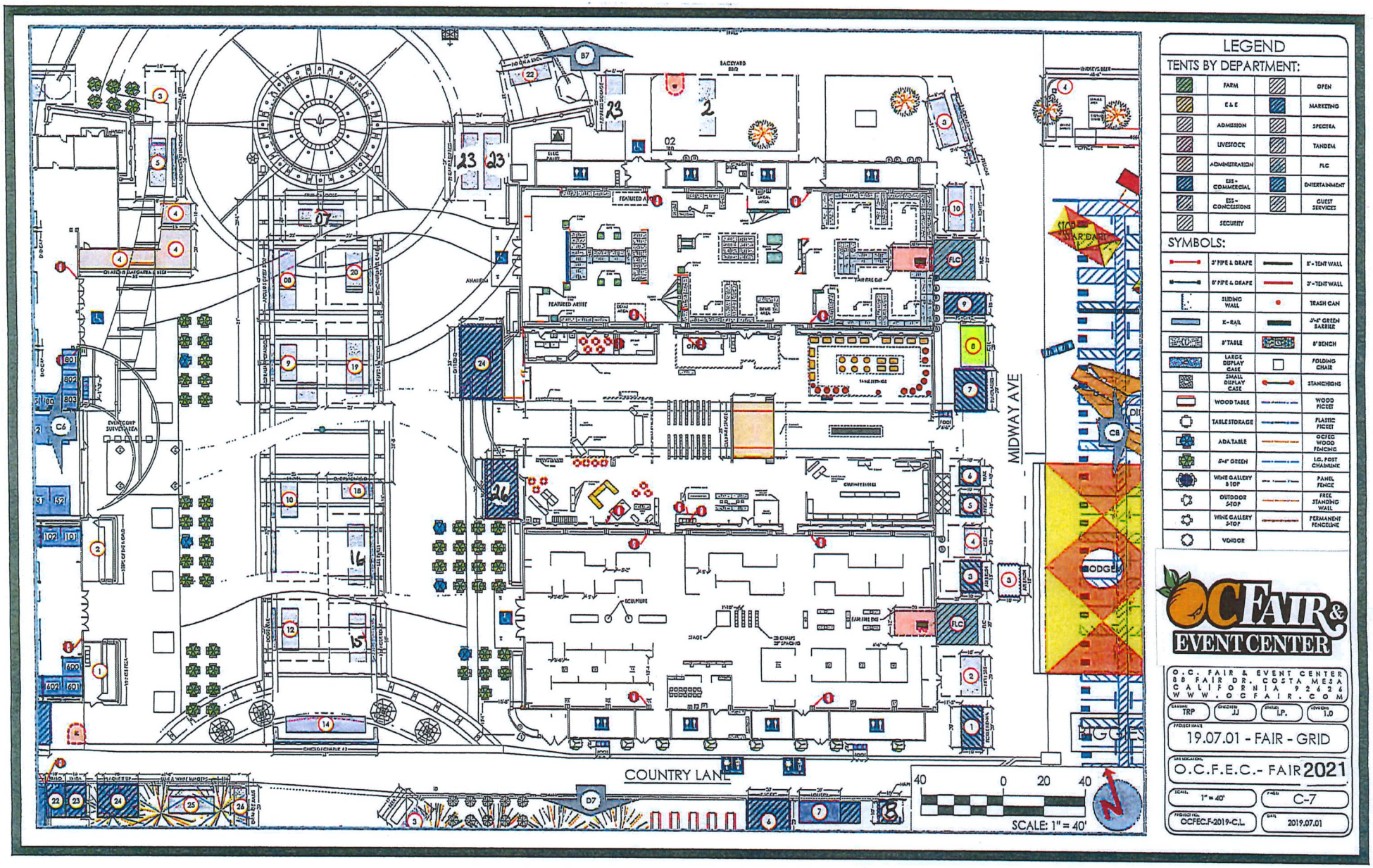
Hand Dipped-All Items Include One Topping
Ice Cream Bars
Frozen Banana
Cheesecake on a Stick
Rice Krispy Treats Dipped in Chocolate

Toppings

Nitro Coffee
Coffee
Float, Shake or Malt

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
EES - COMMERCIAL
ENTERTAINMENT
EES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' - TENT WALL
8' PIPE & DRAPE
3' - TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 STOP
PANEL FENCE
OUTDOOR STOP
FREE STANDING WALL
WINE GALLERY 5-STOP
PERMANENT FENCELINE
VENDOR
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
LP.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
C-7
OCFEC.F-2019-C.L.
2019.07.01
MIDWAY AVE
COUNTRY LANE
BACKYARD BBQ
FEATURED ARTIST
SCULPTURE
STAGE
EVENT CORP SUPPORT AREA
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21557**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Noel's Foods, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CW #13** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	$3,500.00
Camping 2 Spaces			$2,200.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces and Vendor Application Fee	$2,250.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Marco Arredondo
Noel's Foods, Inc.
5837 E. Brundage Lane
Bakersfield, CA 93307
Phone (661) 979-6533
Email noelsfoods@att.net

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Noel's Foods, Inc. Agreement No: **21557**

Location/Space: Centennial Way #13 Date: May 18, 2021

Tacos
Original Taco
Vegetarian Taco
Fish Taco
Fried Avocado Taco

Burritos
Breakfast Burrito
Deluxe Breakfast Burrito
Bean & Cheese Burrito
Hot Cheeto Burrito
Vegetarian Burrito
Original Burrito
Deluxe Burrito
California Burrito

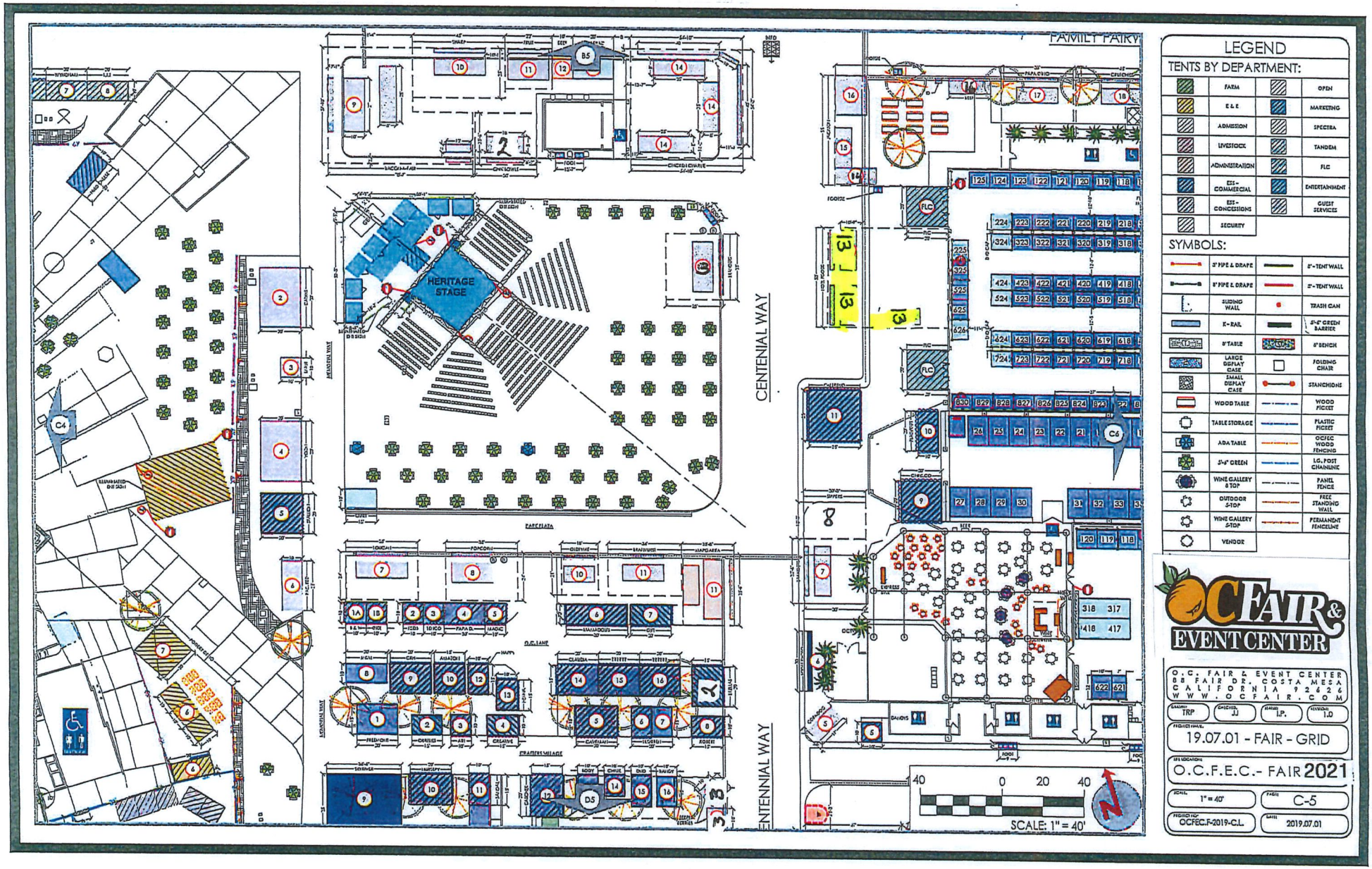
Dinners
Taquito
Original Taco
Vegetarian Taco
Fish Taco
Fried AvocadoTaco

Nachos with Jalapenos
Nachos Deluxe
Nachos Deluxe with Meat
Quesadilla
Quesadilla with Meat
Taquitos
Torta
Noel’s Bowl
Hot Cheeto Fries
California Fries

Sides
Rice
Beans
Extra Meat
Guacamole
Cheese
Sour Cream
Jalapenos

Beverages
Soft Drinks
Iced Tea
Aguas Frescas
Gatorade®
Bottled Water

EXHIBIT D


HERITAGE STAGE
CENTENNIAL WAY
FAMILY FAIRY
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' PIPE & DRAPE
SLIDING WALL
K-RAIL
8' TABLE
LARGE DISPLAY CASE
SMALL DISPLAY CASE
WOOD TABLE
TABLE STORAGE
ADA TABLE
5'-6' GREEN
WINE GALLERY 6 TOP
OUTDOOR 8 TOP
WINE GALLERY 8 TOP
VENDOR
8' TENT WALL
3' TENT WALL
TRASH CAN
5'-6' GREEN BARRIER
8' BENCH
FOLDING CHAIR
STANCHIONS
WOOD PICKET
PLASTIC PICKET
OCFEC WOOD FENCING
LG. POST CHAINLINE
PANEL FENCE
FREE STANDING WALL
PERMANENT FENCELINE
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
I.P.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
C-5
OCFEC.F-2019-C.L.
2019.07.01
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21558**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Orange County Wine Society** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **WC #1** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Amount
Wine service in the Courtyard to comply with all OC Fair sales reporting requirements and to participate in the Thursday $3 Taste promotions.	$ .00
Vendor Application Fee	$ 50.00

7. The Association agrees to waive commissions on gross sales in exchange for promotional support of the OC Fair Wine Competition.

Payment Schedule	Due Date	Amount
Signed Agreement, Certificate of Insurance and Vendor Application Fee Due by	6/18/2021	$ 50.00
	Total:	$ 50.00

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Fran Gitsham
Orange County Wine Society
19442 Bluegill Circle
Huntington Beach, CA 92646
Phone (714) 287-9663
Email f.gitsham@gmail.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____	_____
Signature	**Signature**
_____	**Chief Operating Officer**_____
Title	**Title**
_____	_____
Date	**Date**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Orange County Wine Society Agreement No: **21558**

Location/Space: Wine Courtyard #1 Date: May 18, 2021

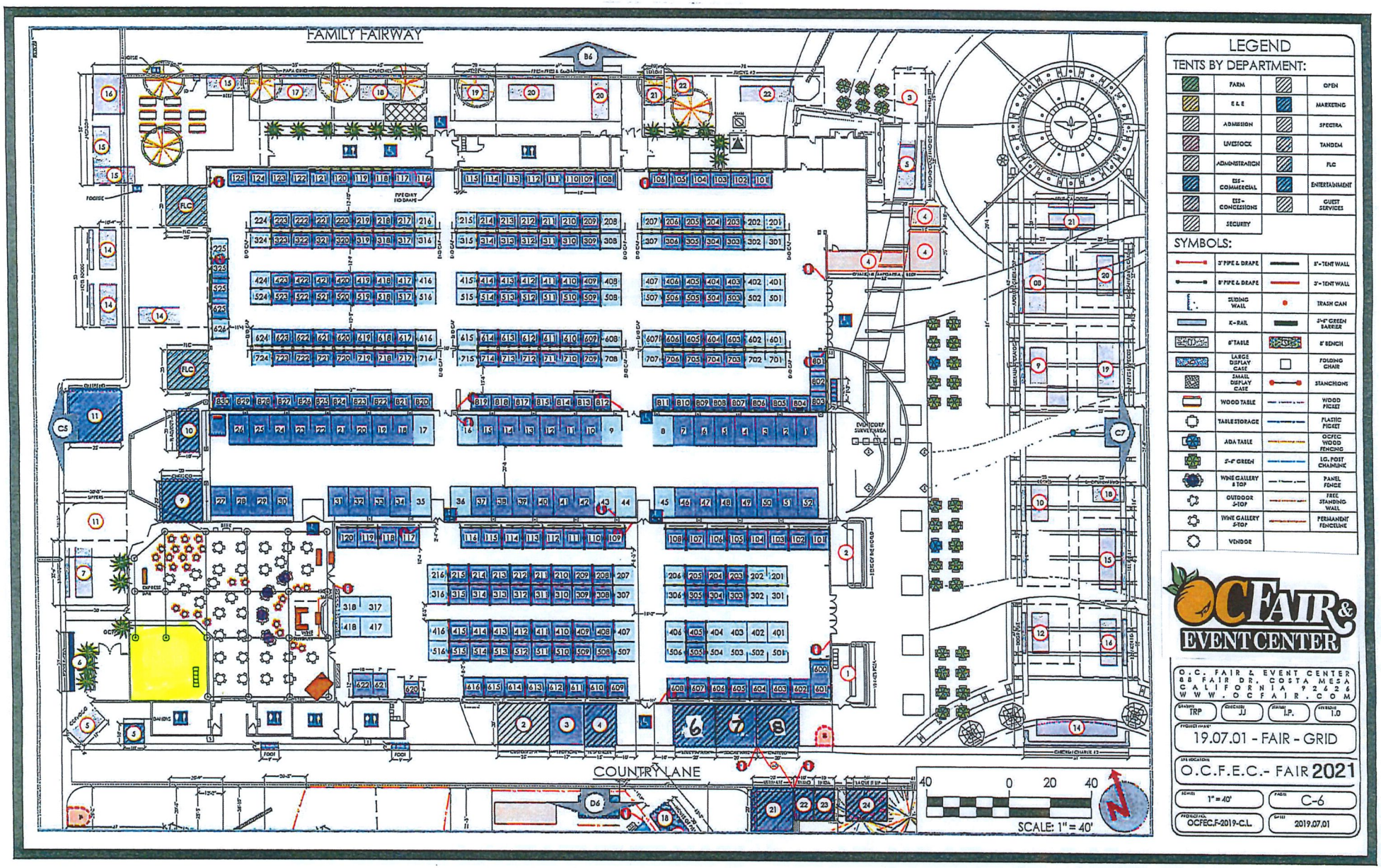
Award Winning Wines by the Taste

Wine by the Glass
Varietal Wines
Champagne Splits
House Wines
Express Bar Wines
Cellar Special White Wines
Cellar Special Red Wines

Concert Special-Two Govino Shatterproof Souvenir Logo Wine Glasses and Two Glasses of Wine

Govino Shatterproof Souvenir Logo Wine Glass

EXHIBIT D


FAMILY FAIRWAY
COUNTRY LANE
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
EES - COMMERCIAL
ENTERTAINMENT
EES - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' TENT WALL
8' PIPE & DRAPE
3' TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
6' TABLE
6' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
3'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
DATE I.P.
REVISION 1.0
PROJECT NAME 19.07.01 - FAIR - GRID
SITE LOCATION O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-6
PROJECT NO. OCFEC.F-2019-C.L.
DATE 2019.07.01
40 0 20 40
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21559**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Papa Gino's Pizza** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #17** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	28' x 20'	Mobile Food - Trailer	$3,500.00
Camping 2 Spaces			$2,200.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces and Vendor Application Fee	$2,250.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Juan Lepe
Papa Gino's Pizza
218 W. Douglas Avenue
El Cajon, CA 92020
Phone (760) 501-6571
Email juan.yeimi@hotmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Papa Gino's Pizza Agreement No: **21559**

Location/Space: Family Fair Way #17 Date: May 18, 2021

Whole Pizza
Cheese
Pepperoni
Hawaiian
Jalapeno and Olive
Sausage and Mushroom
Combo Deluxe

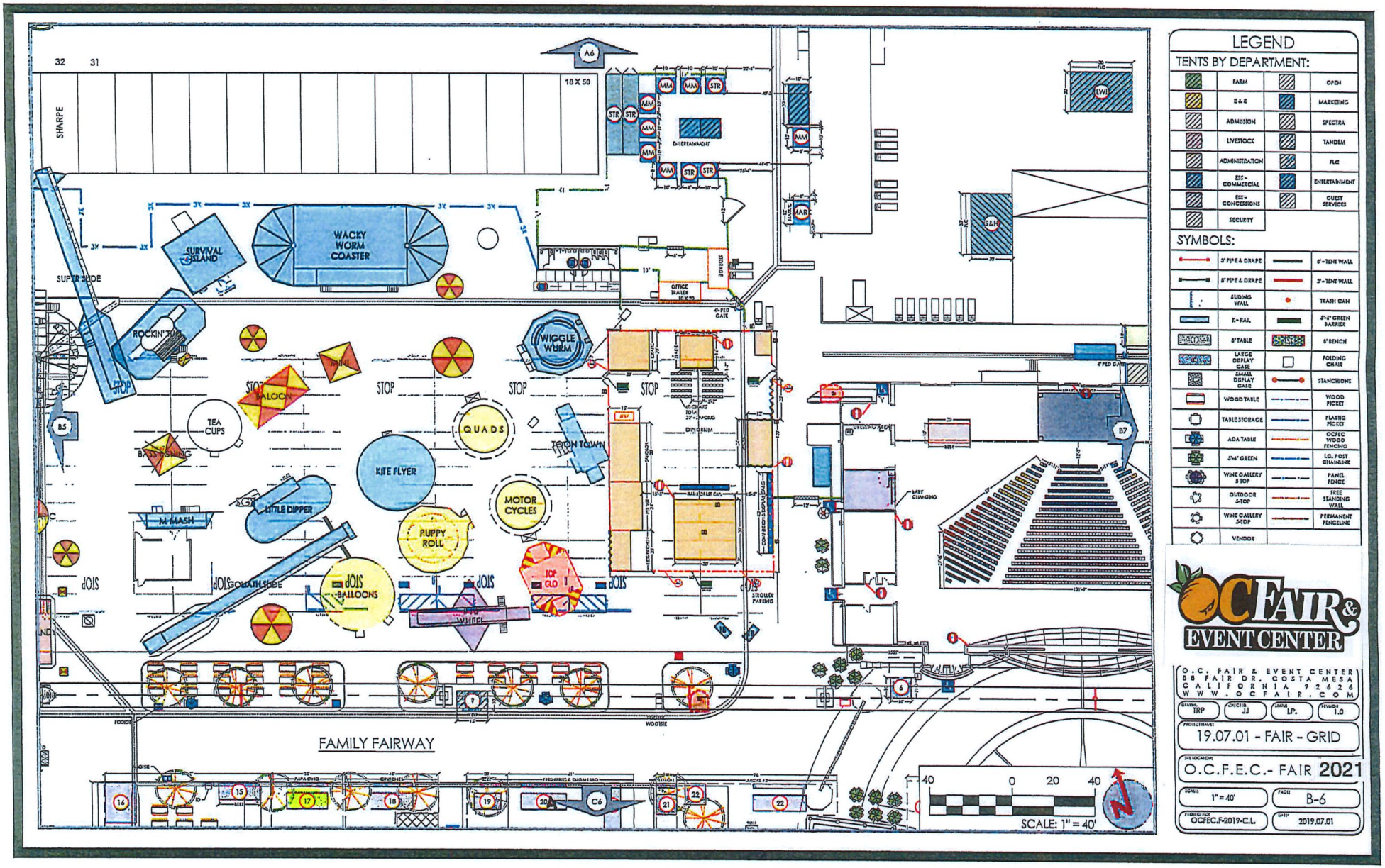
Personal Round Pizza
Cheese
Pepperoni
Hawaiian
Combo Deluxe

Slice of Cheese Pizza
Slice of Pepperoni Pizza
Pizza Bread
Cheese Bread
Garlic Bread
Pizza on a Stick
Hot Wings
Side of Ranch Dressing

Combo Specials
Pizza Bread and Medium Drink
Two Slices of Cheese or Pepperoni Pizza and Medium Drink
Buy a Whole Pizza and Get Two Drinks

Beverages
Soft Drinks
Lemonade
Gatorade
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E&E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'-TENT WALL
8' PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
5'-6' GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6' GREEN
LG. POST CHAINLINE
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 2-TOP
FREE STANDING WALL
WINE GALLERY 2-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
STAMP I.P.
REVISION 1.0
PROJECT NAME 19.07.01 - FAIR - GRID
SITE LOCATION O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE B-6
FILENAME OCFEC.F-2019-C.L.
DATE 2019.07.01
SHARPE
SUPER SLIDE
SURVIVAL ISLAND
WACKY WORM COASTER
ROCKIN' TOP
WIGGLE WORM
TEA CUPS
BALOON
QUADS
IRON TOWN
KITE FLYER
MOTOR CYCLES
LITTLE DIPPER
M MASH
PUPPY ROLL
SOUTH SLIDE
BALLOONS
TOP CLO
WHEEL
ENTERTAINMENT
OFFICE TRAILER
STORAGE
BABY CHANGING
STROLLER PARKING
FAMILY FAIRWAY
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21560**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **PHD and Me** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MM #6** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	10'x20'	Mobile Food - Trailer	$3,500.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Vendor Application Fee	$ 50.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
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    - Standard Contract Terms and Conditions — Exhibit C
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18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Conny Everett
PHD and Me
1937 N. Horseman Circle
Layton, UT 84040
Phone (801) 678-8602
Email connyeeverett@gmail.com

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

_____
Title

_____
Date

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
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6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
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8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
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10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

PHD and Me
Location/Space: Main Mall #6

Agreement No: **21560**
Date: May 18, 2021

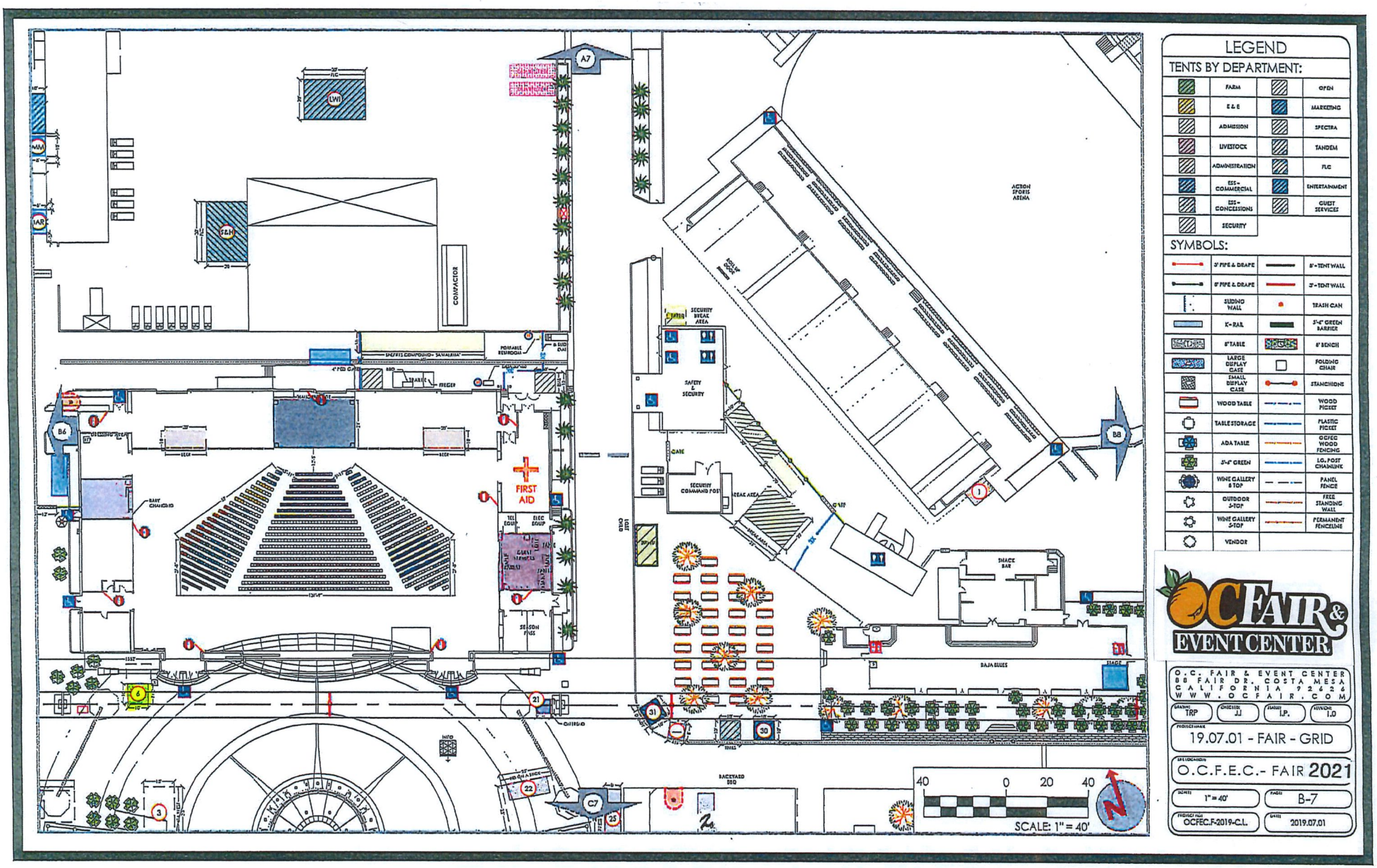
Shave Ice:
One Flavor
Two Flavors
Rainbow

Add Sweet Cream

Specialty Drinks:
Mango & Chamoy
Watermelon Twist
Pina Colada
Strawberry
Fresh Strawberry and Creme

Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8'-TENT WALL
8' PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
6' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
3'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
TRP
JJ
I.P.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
B-7
OCFEC.F-2019-C.L.
2019.07.01
SCALE: 1" = 40'
FIRST AID
COMPACTOR
SAFETY & SECURITY
SECURITY COMMAND POST
SNACK BAR
BAJA BLUES
STAGE
ACTION SPORTS ARENA
BACKYARD BBQ
SEASON PASS
BABY CHANGING
POTABLE RESTROOM
SHERIFF'S COMPOUND - SANTA ANA
SECURITY BREAK AREA
GATE
COLD LOT
INFO
A7
B6
B8
C7
LWI
S&H
MM
AR

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21561**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Planet Popcorn, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	30' x 25'	Mobile Food - Trailer	$3,500.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Vendor Application Fee	$ 50.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Sharla Gandy-Caldaronello
Planet Popcorn, Inc.
2524 Ocean Boulevard, Unit #B
Corona del Mar, CA 92625
Phone (949) 278-1312
Email sharla@planetpopcorn.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Planet Popcorn, Inc.
Location/Space: Fair Square #8

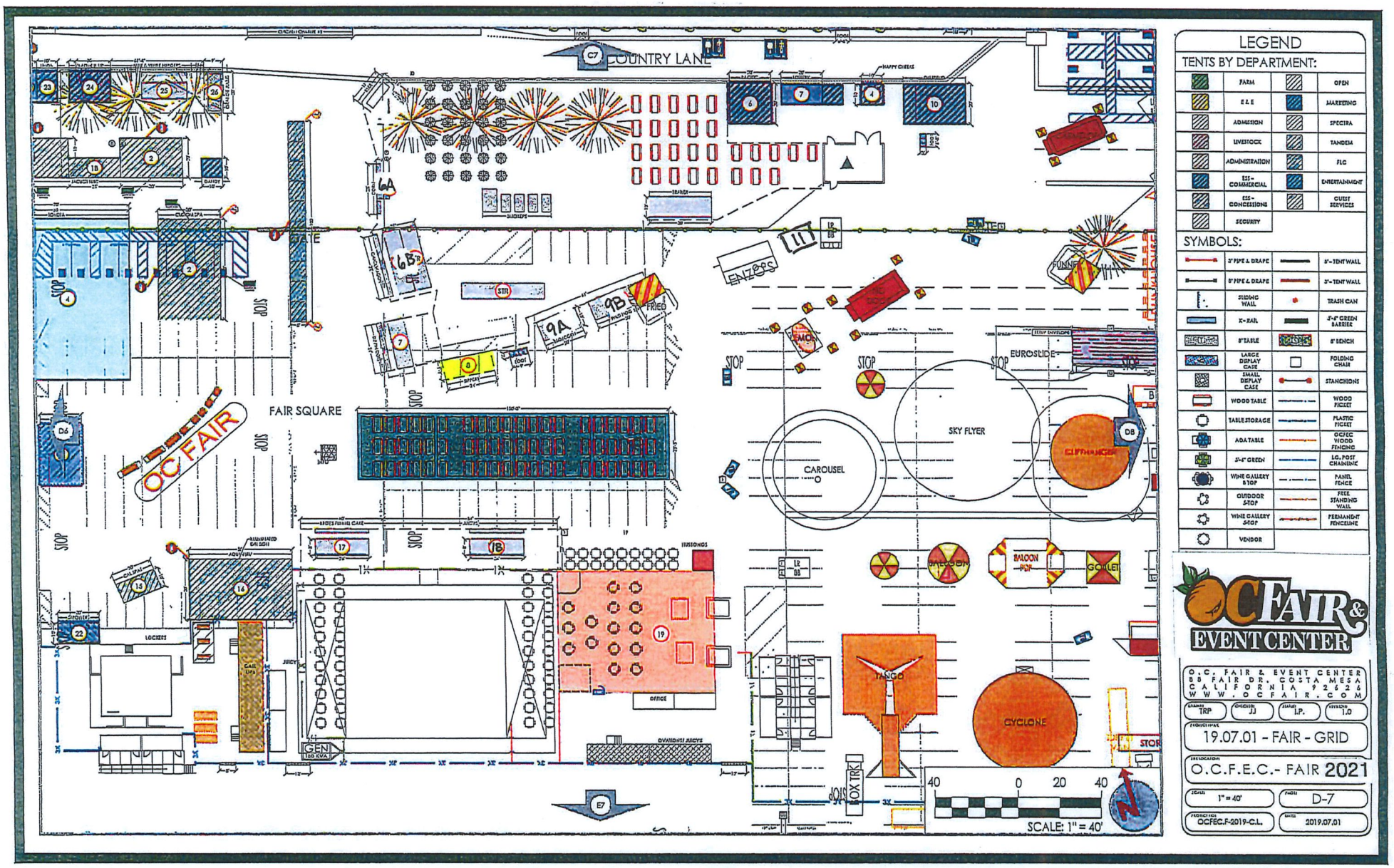
Agreement No: **21561**
Date: May 18, 2021

Popcorn
Kettle Corn
Caramel/Kettle Mix
Gourmet Flavored Popcorn

Buy Any Three (3) Gourmet Popcorn and Receive One (1) or Equal or Lesser Value Free

Beverages
Lemonade
Bottled Water

EXHIBIT D


COUNTRY LANE
FAIR SQUARE
OC FAIR
GATE
STOP
SKY FLYER
CAROUSEL
EUROSLIDE
CYCLONE
TANGO
BALOON POP
GOBLET
ENZOS
FRIED
LOCKERS
OFFICE
BOX TRK
GEN
SCALE: 1" = 40'
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
2" PIPE & DRAPE
8'-TENT WALL
8" PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
3'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8-TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
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88 FAIR DR. COSTA MESA
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TRP
J.J
I.P.
1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
1" = 40'
D-7
OCFEC.F-2019-C.L.
2019.07.01

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21562**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Rainbow/Blue and White Concessions** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CL #25** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	30' x 20'	Mobile Food - Trailer	$3,500.00
Camping 2 Spaces			$2,200.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 2 Spaces and Vendor Application Fee	$2,250.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Robert Hutchins
Rainbow/Blue and White Concessions
34428 Yucaipa Boulevard, #E-155
Yucaipa, CA 92399
Phone (951) 543-5174
Email rkhutch@frontiernet.net

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Rainbow/Blue and White Concessions Agreement No: **21562**

Location/Space: Country Lane #25 Date: May 18, 2021

Hamburgers
Hamburger (Quarter Pound)
Hamburger (Half Pound)
Cheeseburger (Quarter Pound)
Cheeseburger (Half Pound)
Fiesta Burger
Bacon Cheeseburger
Western Bacon Burger
Kid's Burger
Kart Wheel (Deep Fried Burger)-Regular or Spicy
Flamin' Wheel

Hot Dogs
Hot Dog
Quarter Pound Hot Dog
Mile Long Hot Dog

Cheese Curds
French Fries
Chili or Cheese Fries
Chili and Cheese Fries
Nachos with Cheese
Frychos

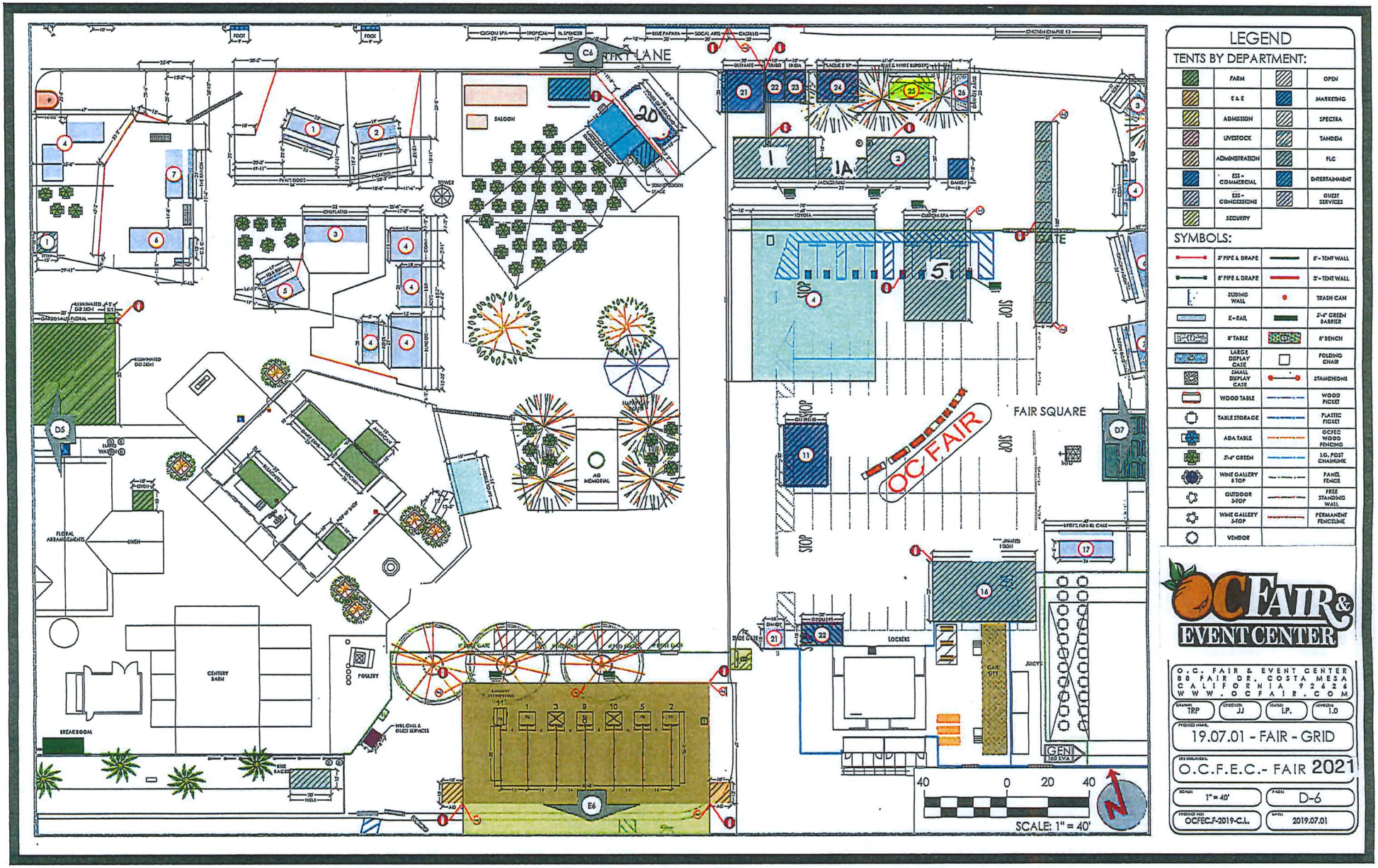
Apple Fries

Add Chili, Cheese, Kraut or Jalapenos to Any Item
Add Bacon

Combo Meals: Any item with Fries and Small Soft Drink
Kid's Meal Deal: Kid's Burger or Hot Dog, Fries and Small Soft Drink

Beverages
Soft Drinks
Coffee
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3' PIPE & DRAPE
8' - TENT WALL
8' PIPE & DRAPE
3' - TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
5'-6' GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6' GREEN
I.G. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT FENCELINE
VENDOR
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
STATUS I.P.
REVISION 1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE D-6
OCFEC.F-2019-C.L.
2019.07.01
FAIR SQUARE
OC FAIR
CENTRY LANE
SALOON
AG MEMORIAL
CENTURY BARN
POULTRY
FLORAL ARRANGEMENTS
BREAKROOM
LOCKERS
JUICY'S
GATE
STOP
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21564**
DATE **May 25, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Ray Cammack Shows, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. <u>MONDAYS & TUESDAYS DARK DURING FAIR.</u>**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Space Type	Amount
Guaranteed Payment – 18 Stands x $3,500 each	Mobile Food - Trailer	$63,000.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Guy Leavitt
Ray Cammack Shows, Inc.
4950 W. Southern Avenue
Laveen, AZ 85339
Phone (602) 763-1371
Email kim@rcsfun.com

_____
Signature

_____
Title

_____
Date

Michele A. Richards
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email mrichcards@ocfair.com

_____
Signature

Chief Executive Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Ray Cammack Shows, Inc.
Location/Space: 18 Concession Stands Located Throughout Kidland and Main Carnival Areas

Agreement No: **21564**
Date: May 25, 2021

Kidland:

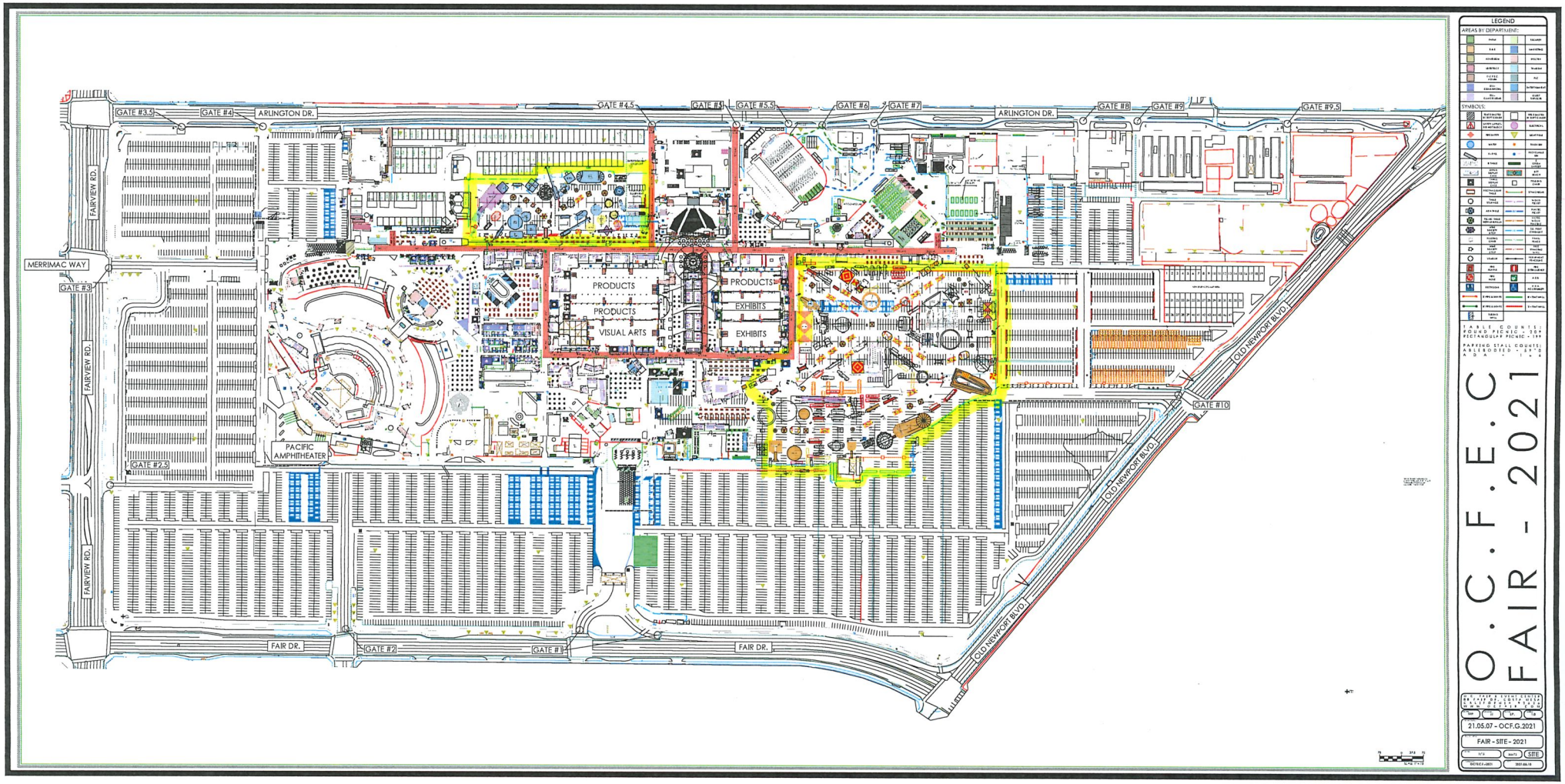
1. Candy Factory
2. Dutchmen's Funnel Cake
3. Squeezers 2*

Main Carnival:

4. Big Dogs 2
5. Biggy's 2
6. Corn Shack
7. Cowboy Kettle Corn
8. Dutchmen's Funnel Cake 2
9. Enzo's Pizzeria
10. Fried A Fair
11. Fried A Fair 2
12. Mustard's Café
13. Nitro Treats
14. Squeezers 1,3,4*
15. Sweet Dreams
16. Sweeties
17. TJ's Ice Cream
18. Totally Baked Cookie Joint

*Note – Per agreement, two (2) Squeezers = one (1) concession stand.

EXHIBIT D


GATE #3.5
GATE #4
ARLINGTON DR.
GATE #4.5
GATE #5
GATE #5.5
GATE #6
GATE #7
ARLINGTON DR.
GATE #8
GATE #9
GATE #9.5
FAIRVIEW RD.
MERRIMAC WAY
GATE #3
PRODUCTS
PRODUCTS
VISUAL ARTS
PRODUCTS
EXHIBITS
EXHIBITS
PACIFIC AMPHITHEATER
GATE #2.5
GATE #10
OLD NEWPORT BLVD.
FAIR DR.
GATE #2
GATE #1
FAIR DR.
LEGEND
AREAS BY DEPARTMENT:
SYMBOLS:
O.C.F.E.C
FAIR - 2021
21.05.07 - OCF.G.2021
FAIR - SITE - 2021
SITE

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21565**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Reno's Fish & Chips, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CT #1** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	12'x8'	Temporary Food Facility	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Kenneth McKnight
Reno's Fish & Chips, Inc.
1733 Kent Place
Vista, CA 92084
Phone (760) 815-8815
Email cepignotti@gmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

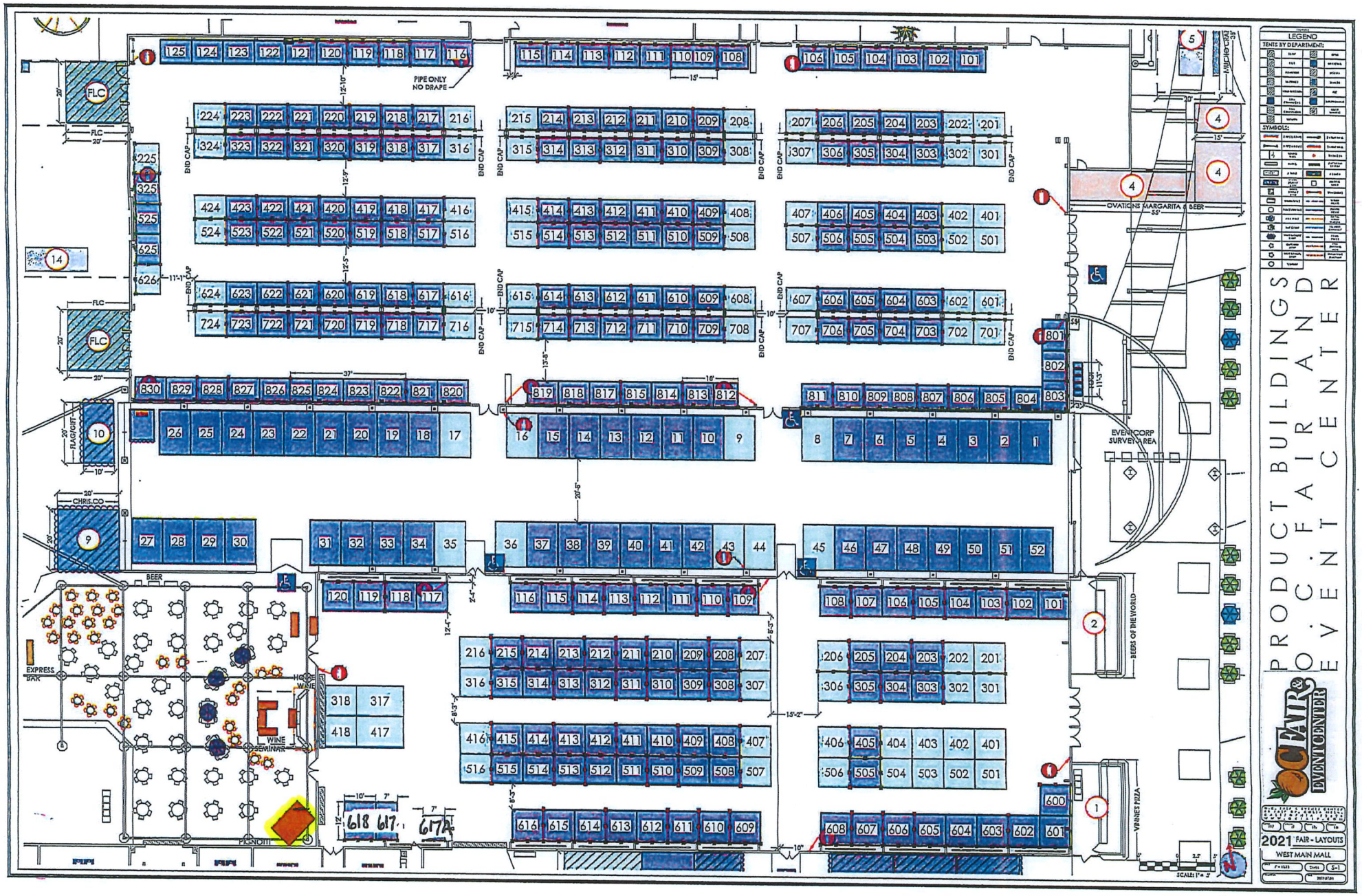
Reno's Fish & Chips, Inc.
Location/Space: Courtyard #1

Agreement No: **21565**
Date: May 18, 2021

Mixed Cheese Plate
Brie Platter
Feta Cheese Plate
Fresh Fruit Plate
Deli Plate
Veggie Plate
Meatball Sliders
Individual Gourmet Pizza
Charcuterie Plate
Mozzarella on a Stick
Ravioli on a Stick

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


PRODUCT BUILDINGS
O.C. FAIR AND
EVENT CENTER
2021 FAIR - LAYOUTS
WEST MAIN MALL
LEGEND
TENTS BY DEPARTMENT:
SYMBOLS:
PIPE ONLY NO DRAPE
OVATIONS MARGARITA & BEER
EVENTCORP SURVEY AREA
BEERS OF THE WORLD
VRANES PIZZA
EXPRESS BAR
WINE SEMINAR
HOME WINE
BEER
FLC
FLAG/GIFT
CHRIS.CO
BID CAP
SCALE: 1" = 3'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21566**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Reno's Fish & Chips, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	19'x8'	Mobile Food - Trailer	$3,500.00
Camping 1 Space			$1,100.00
Vendor Application Fee			$ 50.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	6/18/2021	Camping 1 Space and Vendor Application Fee	$1,150.00
Second Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

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20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

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Reno's Fish & Chips, Inc.
1733 Kent Place
Vista, CA 92084
Phone (760) 815-8815
Email cepignotti@gmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
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11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Reno's Fish & Chips, Inc. Agreement No: **21566**

Location/Space: Country Meadows #2 Date: May 18, 2021

Pasta Dinners
Spaghetti with Meatballs
Penne Plate
Bacon Alfredo Plate
Tortellini Plate
Tortellini Bowl
Baby Bowl Penne with Choice of Sauce
Mac & Cheese Bowl

Sandwiches
Meatball on Toasted Roll
Meatball with Cheese on Toasted Roll
Sausage
Spaghetti and Meatball
Italian Deli
Lasagna
Tortellini

Bread Bowls with Choice of Sauce
Penne
Spaghetti
Spaghetti and Meatballs or Tortellini
Mac & Cheese

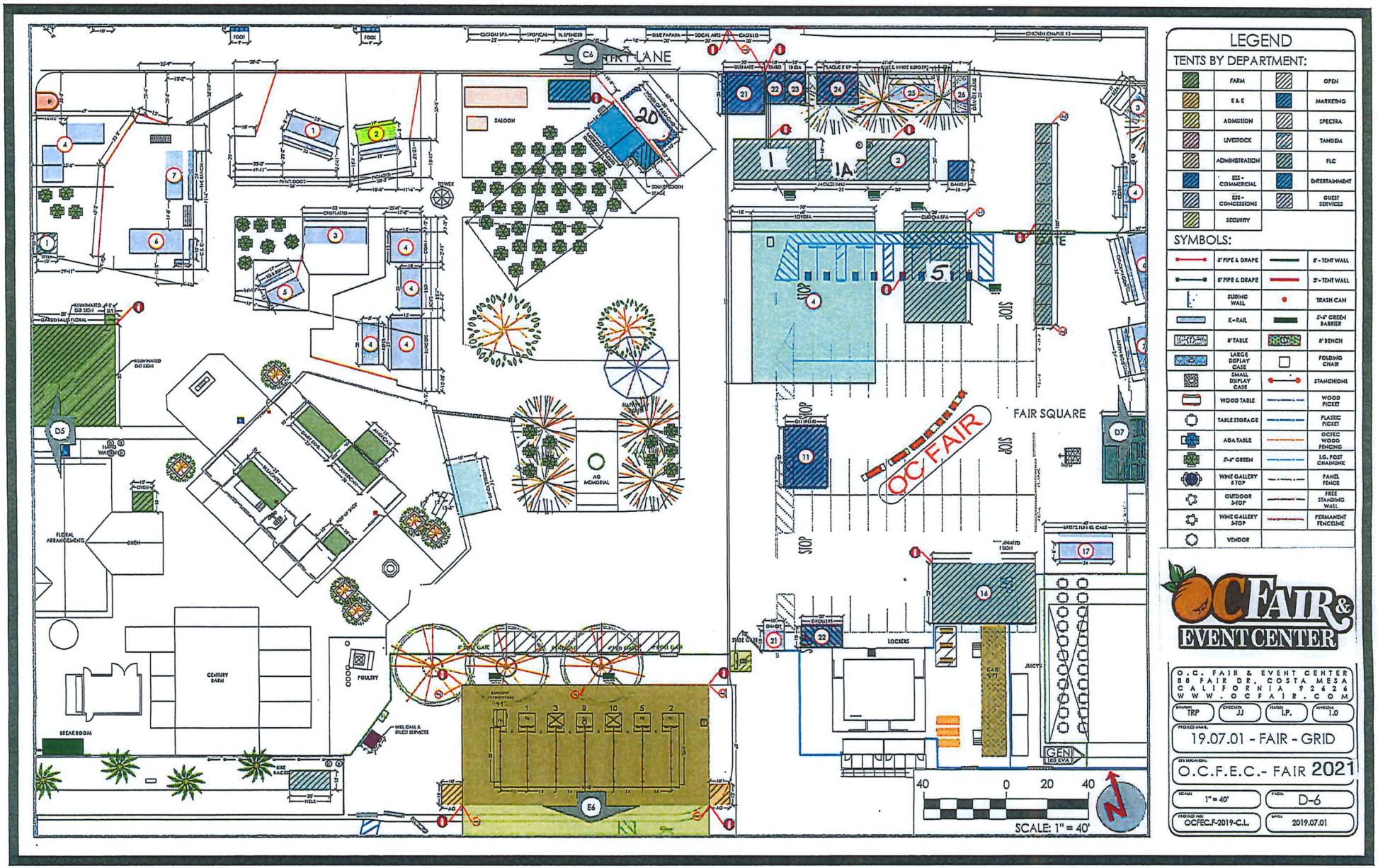
Salads
Antipasto
Green

Appetizers
Messy Meatball Sliders
Meatballs on a Stick
Ravioli on a Stick
Spaghetti Donuts
Lasagna Nachos
Lasagna Egg Rolls
Mac & Cheese Egg Rolls
Mozzarella Sticks
Slice of Pizza
Waffle Pizza
Garlic Bread

Cannolis (Chocolate, Strawberry or Caramel)

Beverages
Soft Drinks
Bottled Water

EXHIBIT D


LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E & E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS - COMMERCIAL
ENTERTAINMENT
ESS - CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
3" PIPE & DRAPE
8' - TENT WALL
8" PIPE & DRAPE
3' - TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
2'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
5'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 STOP
PANEL FENCE
OUTDOOR 5-STOP
FREE STANDING WALL
WINE GALLERY 5-STOP
PERMANENT FENCELINE
VENDOR
OC FAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWN TRP
CHECKED JJ
ISSUED I.P.
REVISION 1.0
19.07.01 - FAIR - GRID
O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE D-6
OCFEC.F-2019-C.L.
DATE 2019.07.01
FAIR SQUARE
OC FAIR
SALOON
CENTURY BARN
POULTRY
AG MEMORIAL
LOCKERS
JUICY'S
GATE
SCALE: 1" = 40'

REVIEWED_____
APPROVED_____

AGREEMENT NO. **21567**
DATE **May 18, 2021**

CONCESSION
RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Reno's Fish & Chips, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **PPP #1** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2021 and ends on 8/20/2021. MONDAYS & TUESDAYS DARK DURING FAIR.**

2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**

3. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based and priority need basis.

4. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

5. Renter shall participate in all special promotions scheduled during the OC Fair.

6. The purpose of occupancy shall be limited to *(*see attached *Products and Services)*, and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Guaranteed Payment	20'x10'	Mobile Food - Trailer	$3,500.00

7. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:
Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.

Payment Schedule	Due Date	Terms	Amount
First Payment	8/06/2021	25% of Gross Sales from 7/16-8/01/2021	Payment Calculation
Final Payment	8/16/2021	Greater of 25% of Gross Sales from 8/04-8/15/2021 or Guarantee balance	Payment Calculation

*Final payment subject to OC Fair audit and adjustment if applicable.
**Payments postmarked after the due date will be subject to a late fee of $100

8. **Signed Rental Agreement and Certificate of Insurance are due on or before June 18, 2021.**

9. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.

10. 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.

11. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

12. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

13. It is mutually agreed that this Agreement 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 Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

15. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

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 interests of Association.

17. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
    - Products and Services — Exhibit A
    - California Fair Services Authority Insurance Requirements — Exhibit B
    - Standard Contract Terms and Conditions — Exhibit C
    - Map of Fairgrounds Depicting Premises — Exhibit D
    - Assembly Bill 1499 — Exhibit F
    - COVID-19 Infection Mitigation Protocol & Procedures Guidelines — Exhibit V

18. **Force Majeure:** 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.

19. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

20. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Kenneth McKnight
Reno's Fish & Chips, Inc.
1733 Kent Place
Vista, CA 92084
Phone (760) 815-8815
Email cepignotti@gmail.com

_____
Signature

_____
Title

_____
Date

Ken Karns
32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Phone (714) 708-1500
Email kkarns@ocfair.com

_____
Signature

Chief Operating Officer_____
Title

_____
Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

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

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

17. Renter, 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 the 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).

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.

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

21. 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.

22. 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.

23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CFSA) for review and verification of insurance requirements.

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

25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Reno's Fish & Chips, Inc. Agreement No: **21567**

Location/Space: Plaza Pacifica Path #1 Date: May 18, 2021

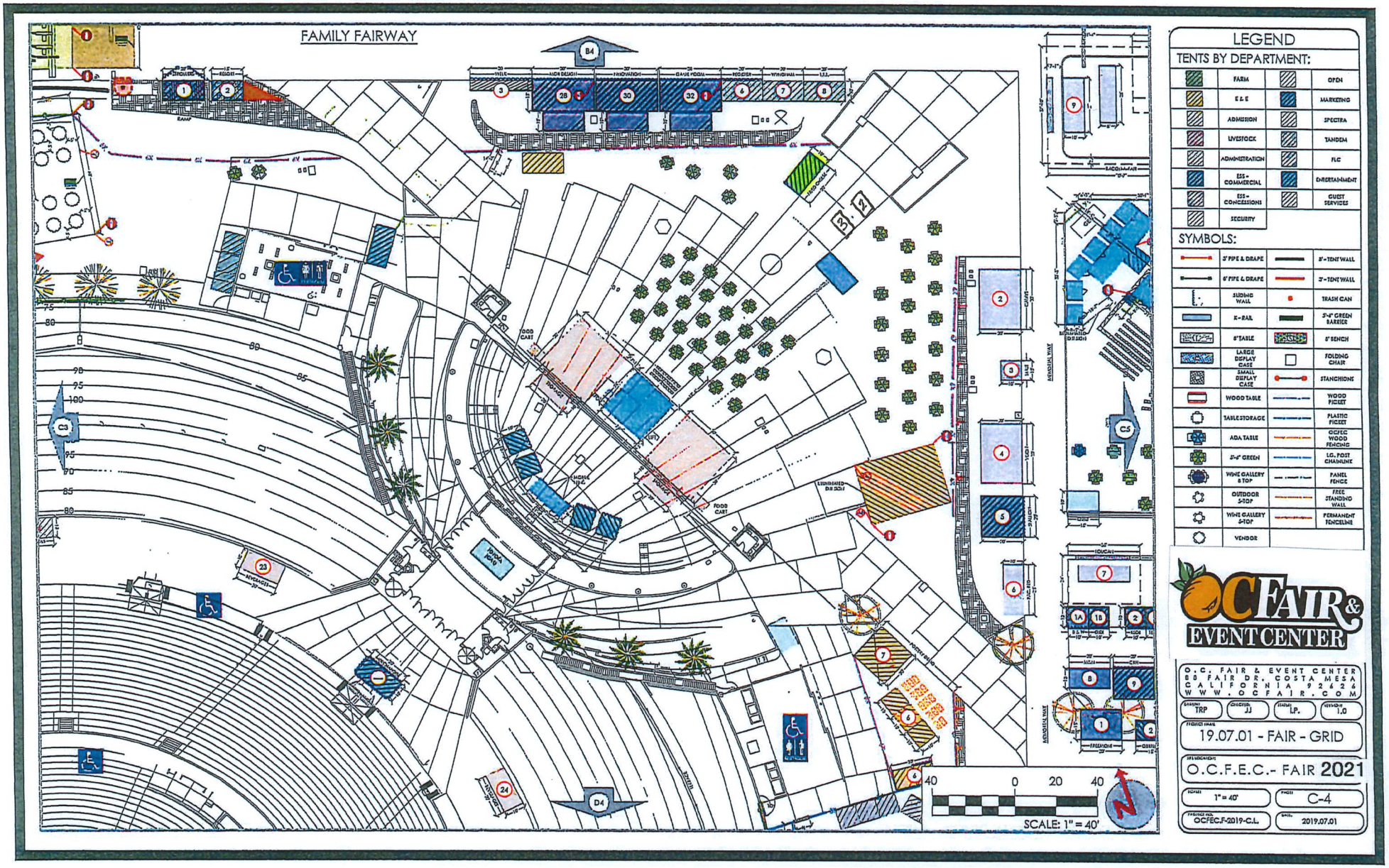
Sandwiches
Gouda Grilled Cheese
Gouda & Bacon Grilled Cheese
Gouda & Jalapeno Grilled Cheese
Gouda, Bacon & Jalapeno Grilled Cheese
Mac & Cheese Grilled Cheese

Sides
Mac & Cheese Egg Rolls
Mozzarella on a Stick
Ravioli on a Stick
Cheesy Bacon Balls
Cheesy Jalapeno Balls
Shrimp Jammers
Deep Fried Green Beans
Deep Fried Cheese Curds
Lasagna Nachos
Lasagna Egg Rolls
Broccoli Cheddar Soup
Broccoli Cheddar Soup with Breadbowl
Mac & Cheese
Mac & Cheese with Breadbowl

All Items Served with Choice of Dipping Sauce
Siracha Sauce
Cucumber/Wasabi
Sweet & Sour
Marinara
Ranch

Beverages
Soft Drinks
Iced Tea
Lemonade
Bottled Water

EXHIBIT D


FAMILY FAIRWAY
LEGEND
TENTS BY DEPARTMENT:
FARM
OPEN
E.E.E
MARKETING
ADMISSION
SPECTRA
LIVESTOCK
TANDEM
ADMINISTRATION
FLC
ESS-COMMERCIAL
ENTERTAINMENT
ESS-CONCESSIONS
GUEST SERVICES
SECURITY
SYMBOLS:
5' PIPE & DRAPE
8'-TENT WALL
8' PIPE & DRAPE
3'-TENT WALL
SLIDING WALL
TRASH CAN
K-RAIL
3'-6" GREEN BARRIER
8' TABLE
8' BENCH
LARGE DISPLAY CASE
FOLDING CHAIR
SMALL DISPLAY CASE
STANCHIONS
WOOD TABLE
WOOD PICKET
TABLE STORAGE
PLASTIC PICKET
ADA TABLE
OCFEC WOOD FENCING
3'-6" GREEN
LG. POST CHAINLINK
WINE GALLERY 8 TOP
PANEL FENCE
OUTDOOR 5-TOP
FREE STANDING WALL
WINE GALLERY 5-TOP
PERMANENT TENCELINE
VENDOR
OCFAIR & EVENT CENTER
O.C. FAIR & EVENT CENTER
88 FAIR DR. COSTA MESA
CALIFORNIA 92626
WWW.OCFAIR.COM
DRAWING TRP
CHECKED JJ
FRAME LP.
REVISION 1.0
PROJECT NAME
19.07.01 - FAIR - GRID
SITE LOCATION
O.C.F.E.C.- FAIR 2021
SCALE 1" = 40'
PAGE C-4
PROJECT NO. OCFEC.F-2019-C.L.
DATE 2019.07.01
SCALE: 1" = 40'